

Terms and Conditions owner Van Aelst

Effective from 15.4.2010

1. Contract

1.1 The following terms and conditions govern the contractual relationship between the owner of a holiday house or holiday apartment - hereafter "owner" and the renter - hereafter "customer". Holiday house and holiday apartment are referred to as "object".

1.2 A binding rental agreement between the owner and customer is concluded with the receipt of the written booking confirmation by the customer. The basis of this contract - hereafter referred to as "booking" - is the written booking confirmation, the object presentation on the internet page of atraveo GmbH at the time of the booking as well as these rental terms and conditions.

1.3 The owner is obliged to provide the stated performances and service resulting from the contract particularly providing the object exclusively to the customer within the booked period.

1.4 The object is rented to the customer for the booked period. The customer is obliged to solely use the object for vacation purposes and only for the maximum amount of people stated in the booking.

1.5 atraveo GmbH acts as an intermediary for the owner with initiation and conclusion of rental agreements, their change, cancellation and termination as well as duties in regards to the payment transaction and dispatch of travel documents.

2. Payment

2.1 The customer is obliged to pay the rental price, additional prices and deposit stated in the booking.

2.2 An instalment amounting to 25 % of the rental price is immediately due after the booking of the object. The remaining amount is payable

latest on the 42nd day before the start of the rental agreement. Should there be less than 42 days between the booking and start of the rental agreement then the entire rental price will be due. Cancellation and rebooking costs are immediately due.

2.3 Without complete payment of the amount due the customer has no right to the booked service. The owner is entitled to refuse the handover of the object at the start of the rental agreement.

3. Travel documents

3.1 Unless nothing else has been stated in the booking the customer will receive travel documents after complete payment of the rental price. These documents will include information from the owner in regards to the handover of the keys, directions to the object and further relevant details. At the start of the rental agreement the travel documents are to be presented with the booking confirmation.

3.2 Should the travel documents not have been sent to the customer at least 14 days after complete payment of the rental price then the customer is obliged to immediately contact atraveo.

4. Deposit

4.1 As far as stated in the booking the owner is able to request at the start of the rental agreement from the customer a deposit as a security.

4.2 The owner is obliged to return the paid deposit to the customer at the end of rental agreement and receipt of the keys. Any accrued additional charges will be settled against this sum. The same applies to damages that have occurred at the object which the customer is responsible for.

5. Changes

5.1 Change requests made by the customer like for example to the rental period or number of fellow travellers are regarded as being agreed upon after the receipt of the written confirmation of the owner.

5.2 Up until the start of the rental agreement the customer can seek an appropriate person to replace him. This requires that the customer contacts the owner in written form and provides them with the name and address of the replacement. Until the replacement confirms in written form that they will assume all contractual obligations of the customer they will remain obliged to fulfil their contractual commitments.

5.3 Should the owner make any changes to the performance or services rendered then the customer will be informed promptly. Provided the changes are not minor the customer is entitled withdraw from the contract in written form within 10 days free of charge.

5.4 After the booking has been made price increases are only permitted based on legitimate and unforeseeable reasons which can be verified like for example the rise of charges, taxes and dues. Any price increase which amount to more than 5 % entitle the customer to withdraw from the contract in written form within 10 days free of charge.

6. Rescission

6.1 The customer can withdraw from the booking with the owner up until the stipulated start of the agreement in written form. The time of the receipt of the withdrawal is of significance.

6.2 Following general cancellation fees are applicable:

25% of the rental price by withdrawal up to the 42nd day before start of the rental agreement
60% of the rental price by withdrawal from the 41st to the 28th day before start of the rental agreement
90% of the rental price by withdrawal from the 27th day before start of the rental agreement or absence

6.3 The customer is free to provide evidence that the owner has not incurred any or a significantly minor damage. This can be assumed in cases where the object has been rented otherwise in the same travel period and to the same terms and conditions.

7. On location and after the vacation

7.1 If nothing else has been agreed upon in the booking then the owner will make the object available to the customer from 4 p.m. on the day of arrival in the agreed state. Should the customer arrive later than 6 p.m. then the owner should be given prior notice. At the end of the rental agreement the object should be vacated by at least 10 a.m. in the morning.

7.2 Should nothing else be stated in the booking then the customer is required to undertake the cleaning. The object is to be left clean swept and locked up on departure. Following tasks are to be made before: Stripping of the beds, wash all dishes and emptying of wastebaskets and rubbish bins.

7.3. The object can only be occupied by the maximum number of people stated in the booking confirmation. The owner is entitled to reject all surplus people.

7.4 Dogs, cats and other animals can only be kept if this was expressly agreed upon in the booking. The customer is responsible for all caused damages which result from the keeping of animals.

7.5 The customer is required to give regard to the neighbours. The customer is obliged to adhere to a house rules if provided.

7.6 The customer is obliged to treat the object including all inventory and outdoor facilities with due care. The customer is liable for any damages that have been culpably caused in respect to fixtures and fittings, rooms or the building itself. The customer must immediately inform the owner of any damages. Furthermore the customer will be liable for any consequential damages if the owner is not informed immediately.

7.7 The customer is obliged to undertake all necessary and reasonable steps to avert or minimise damages that arise from the booked object. Further the customer is obliged to immediately inform the owner of any existing impairments.

7.8 The customer can request an abatement (complaint) of the rental price from owner after returning from their vacation if the agreed contractual services were not rendered and the customer did not culpably omit to notify the fault to the owner (without undue delay). The complaint must be sent in written form to the owner within one month after the end of the rental agreement.

8. Termination

8.1. The owner has the right to terminate the contract before or after the start of the rental agreement should the customer not have paid the owed amount at the due date after receiving reminders. The same applies should the customer be in breach of the contract which makes it impossible for the owner to continue with this agreement. In this case the owner can claim cancellation fees in accordance to section 6 of these rental terms and conditions.

8.2 Beyond this both the customer and the owner are able to terminate the contract should an unexpected force majeure impede, endanger or impair the performance. In such a case customer and owner are freed from their contractual obligations. They are required though to refund the other contractual party for already rendered performances and services.

9. Liability of the owner □ 9.1 The owner is liable towards the customer for the contractual and legal provision of the object.

9.2 The owner is liable for the appropriate choice of the key holder and their supervision as well as other persons and companies entrusted with the maintenance of the object.

9.3 The liability of the owner for financial losses is limited partially to threefold of the rental price for the respective aggrieved person as far as the damage was not caused with intent of gross negligence.

10. Final provisions

10.1 Should any provision be or become void either wholly or in part,

this shall not affect the validity of the remaining provisions. Any void or invalid provision will be replaced by the customer and owner with a valid provision that economically and legally comes closest to the intention of what the parties wanted to achieve.

10.2 Should legal action be taken then place of jurisdiction shall be the residence of the defendant.

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