Terms and Conditions (GTC)

"La Vila Feliz", C./Costereta 27, 03570 Villajoyosa, Spain

Date: February 1, 2022

Landlady/Owner:

Mag. Franziska Herdin, Untere Augartenstraße 16/20, 1020 Vienna, Austria (main residence)

1. Arrival / departure

Every day at the agreed time and taking into account the departure and arrival of other guests and the necessary time for final cleaning.

If the tenant does not appear on the day of arrival (in the event of a delay due to flight delays, we ask you to notify us in good time), the contract is deemed terminated after a period of 24 hours without notification to the landlady. The landlady or his representative can then freely dispose of the property. A (proportional) repayment of the rent due to early departure does not take place.

2. General, special requests and side agreements

Animals are not allowed. Smoking is strictly prohibited in the entire apartment, balcony and covered terrace included.

In the event of non-compliance with the ban on smoking, the landlord is entitled to subsequently charge a fine of 150 euros. Any damage to the furniture due to burns and cigarette ash is borne entirely by the tenant.

Special requests and side agreements are generally possible. They require the landlady's written confirmation.

3. Payment

The booking becomes valid upon receipt of the deposit on the landlady's account. The deposit of 50% of the rental amount is due for payment within 14 days after receipt of the reservation confirmation by email. After the deposit has been paid, the balance is due 30 days before the start of the trip. If the payment deadlines are not met, the landlady can withdraw from the contract. Failure to pay is considered a withdrawal and entitles to new lease.

Additional costs for water, electricity and waste are only charged in case of a monthly rate, in all other cases not. The owner assumes that water and energy are handled carefully.

4. Withdrawal

You can withdraw from the contract at any time.

The withdrawal must be made in writing form by email. In the event of withdrawal, you are obliged to compensate us for the damage incurred:

• No compensation from the day of the booking confirmation by the landlady until the 15th day before the start of the rental

• from the 14th day to the 8th day before the start of the rental 50% of the total price

In the event of cancellation less than 7 days before the start of the rental, the full travel price has to be paid. The date of receipt of your cancellation message counts. Amounts already paid will be offset and repaid.

You can provide substitute guests who enter your contract on the terms specified. A written notification for that and with all contact data of the new guests is sufficient.

5. Obligations of the tenant

With the down payment by the tenant, he accepts the general terms and conditions set out here as part of the booking.

The tenant undertakes to treat the rented property (holiday apartment, inventory and balconies) with care. If damage to the apartment and / or its inventory occurs during the tenancy, the tenant is obliged to notify the landlady immediately.

Defects and damage found upon arrival must be reported to the landlady immediately, otherwise the tenant is liable for this damage. The landlady or the representative commissioned by her will remedy damage and defects as soon as possible.

Claims from complaints that are not reported immediately on site are excluded. Complaints received by the landlady at the end of the stay or after leaving the apartment are also excluded from compensation.

In the event of any disruptions in performance, the tenant is obliged to do everything within his legal obligation to contribute to rectifying the disruption and to minimize any damage that may have occurred.

On the day of departure, the tenant has to remove personal items, household waste is to be disposed of in the designated garbage cans in the old town district, and dishes are to be stored clean and washed in the kitchen cupboards. The apartment is handed over clean and all furniture is in its original place, just as the tenants found the apartment when they moved in. In the event of non-compliance, an additional payment (penalty) of between 50 and 150 euros will be charged afterwards.

6. Data protection

The tenant agrees that necessary data about his person will be saved, changed and / or deleted within the framework of the contract concluded with him. All personal data will be treated with absolute confidentiality and will not be passed on to third parties without consent.

7. Liability

The tender was drawn up to the best of our knowledge. There is no liability for the rental property being influenced by force majeure, power and water failures and storms customary in the country. Likewise, no liability is assumed in the event of unforeseen or unavoidable circumstances such as official order, sudden construction site or for disturbances due to natural and local circumstances. The landlady is happy to help you solve the problems (as far as possible).

The landlady is not liable for the use of the furniture and beach equipment provided.

The arrival and departure of the tenant is your own responsibility and liability. The landlady is not liable for personal belongings in the event of theft or fire. The tenant is fully liable for arbitrarily destruction or damage.

8. Final provisions

Photos and texts on the website are used for realistic description. 100 percent agreement with the rental property cannot be guaranteed. The landlady reserves the right to make changes to the equipment (e.g. furniture), provided that they are equivalent.

Should one or more provisions of these terms and conditions be or become ineffective, this does not affect the effectiveness of the remaining conditions. The ineffective regulation must be replaced by an effective one that comes closest to the economic and legal will of the contracting parties.

Austrian law applies. The place of jurisdiction and place of performance is the place of residence of the lessor.