



GOSAU APARTMENT SHELBOURNE

Private Apartment in Vitalhotel, Gosau, Austria
Skiing & Walking Holidays in the Salzkammergut
www.GosauApartment.com



BOOKING CONDITIONS 2020

PLEASE READ THIS CAREFULLY – sections 1-12 on 2 pages

When you (The 'HOLIDAYMAKER') make a holiday reservation booking with us (the 'OWNERS'), these Booking Conditions come in to force when the deposit is paid, and apply to all party members

1. 'GOSAU APARTMENT SHELBOURNE' is the 'PROPERTY' owned and maintained by Charles and Carol Shelbourne (Owners): **No. 307, and is located on the third floor within the VitalHotel** in Gosau, Austria.
2. **HOLIDAY ACCOMODATION RENTAL CONFIRMATION AND PAYMENT**
 - (a) Upon the Owners issuing a '**Holiday Accommodation Rental Confirmation**' for the Property to the Holidaymaker a binding contract shall exist between the Holidaymaker and the Owners subject to these booking conditions.
 - (b) A 'Holiday Accommodation Rental Confirmation' will be issued to the Holidaymaker upon receipt by the Owners of a completed holiday booking form or telephone booking, together with **a non-refundable deposit** in respect of £100 / €100 of the total rental charge. **The balance** of such rental charge shall be paid to the Owners **6 weeks (42 days)** prior to the commencement of the holiday (the due date is stated clearly in the 'Holiday Accommodation Rental Confirmation' sent to the Holidaymaker). **Short breaks of less than 7 nights are payable in full.** Where the Owner has not received the balance by the due date, an overdue reminder email will be issued to the Holidaymaker, and an administration charge of £10 / €10 will be added to the balance due. If the balance is still not received, the Owner reserves the right to cancel the holiday booking (no key will be provided), and the deposit paid by the Holidaymaker will be forfeited, and the Holidaymaker shall have no claim against the Owners for compensation or reimbursement whatsoever.
 - (c) Booking forms or telephone bookings received by the Owners in respect of holidays due to commence within 6 weeks thereafter must be accompanied by payment of the rental charge for the holiday period in full.
 - (d) The prices stated on the website and in our brochure are cash prices. The Owners do not accept payment by credit or debit card. Any charges raised against the Owners by their bank for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the Holidaymaker to the Owners within 7 days of the Owners' request to do so. Holidaymakers from overseas may make their payment in EURO to the Owners' bank in Austria.
 - (e) The Owners reserve the right to refuse any booking. (f) The Owners reserve the right to correct any error in both advertised and confirmed prices.
 - (g) Payment may be made by **PayPal** or by **Bank Transfer** to the Owners' UK Bank, or Austrian bank in EURO.

3. CHANGES BY THE HOLIDAYMAKER

Immediately upon receipt of the holiday confirmation from the Owners, the Holidaymaker should check the details and notify the Owners immediately of any correction as soon as possible. The Owners reserve the right to charge a holiday booking amendment fee to administer/correct any error by the Holidaymaker.

4. CANCELLATION BY THE HOLIDAYMAKER

- (a) The Holidaymaker should notify the Owners immediately and in writing of any intention to cancel the holiday booking. The cancellation only takes effect when the Owners have received written confirmation from the Holidaymaker.
- (b) **Cancellation charges** will apply as follows (% of total rental amount): Over 42 days (before arrival) - Loss of the deposit (or 33% when rental has been paid in full) ; Between 41 to 31 days - 75% ; Between 30 days and arrival day - 100%
- (c) All holidaymakers are recommended to take appropriate independent holiday insurance.

5. CANCELLATION OR CHANGES BY THE OWNERS

- (a) In the event of the Owners being unable to arrange the holiday accommodation requested by the Holidaymaker, or if the Property booked by the Holidaymaker becomes unavailable for whatever reason, the Owners will endeavour to arrange alternative accommodation for the Holidaymaker of an equivalent type and standard in a similar location, failing which (or at the option of the Holidaymaker) all monies paid by the Holidaymaker will be refunded. The Owners will then have no further liability to the Holidaymaker in that respect.
- (b) The Owners are not liable for any additional cost(s) of any alternative accommodation which must be paid by the Holidaymaker.
- (c) If the offer of alternative accommodation is not accepted by the Holidaymaker within 28 days, a refund of all monies paid will be given by the Owners.

6. WEBSITE ACCURACY

Whilst to the best of the Owners' knowledge the details relating to the property described in the Owner's website were correct at the time of publishing, the Owners reserve the right to make alterations to the website at any time and shall endeavour to inform the Holidaymaker of any such alterations. The Owners cannot accept responsibility for any changes or closures to area amenities of the hotel, which occasionally closes for refurbishing in low seasons (in April or November, for example), or attractions mentioned in the website.



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7. RESPONSIBILITIES OF THE HOLIDAYMAKER

During the period of the holiday, the Holidaymaker undertakes the following:

- (a) That the number of people occupying the Property will not exceed the number stated on the booking form. **The apartment accommodates 3 persons, 2 in twin beds and a child on the sofa-bed (maximum 3 persons).** If it does the Owners can refuse to allow the Holidaymaker to take possession of the apartment or make the Holidaymaker leave the accommodation before the end of the holiday. If this happens the Owners shall treat the holiday as being cancelled by the Holidaymaker and the Holidaymaker shall have no claim against the Owners for compensation or reimbursement whatsoever.
- (b) That the apartment will be used solely for the purpose of a holiday by the Holidaymaker and a companion.
- (c) To show due consideration for other parties. If the Holidaymaker abuses the apartment or displays dangerous, offensive or rude behaviour to the Owners or any third parties (e.g. neighbours), the Owners have the right to ask the Holidaymaker to leave the accommodation before the end of the holiday. If this happens the Owners shall treat the holiday as being cancelled by the Holidaymaker and the Holidaymaker shall have no claim against the Owners for compensation or reimbursement whatsoever.
- (d) To allow the Owners or their representatives access to the apartment at any reasonable time during the period of the holiday;
- (e) To keep the apartment and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found. The Owners reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy and for any consequential loss.
- (f) To report as soon as possible to the Owners any breakages or damage caused by the Holidaymaker during the holiday and to reimburse the Owners with, or the cost of same quality, of replacement. The Owners reserves the right to make a claim against the Holidaymaker for repair or loss as a result of damage caused;
- (g) To notify the other member of the Holidaymaker's party of these conditions;
- (h) To arrive after 3 p.m. on the arrival day and to vacate the Property by 10.30 a.m. on the day of departure, unless prior arrangement has been agreed with the Owners.
- (i) The Holidaymakers' vehicles and their contents and the Holidaymakers' personal belongings are left at the apartment building's parking area during (and after) the period of the holiday entirely at the risk of the Holidaymaker.
- (j) The Holidaymaker must not (without the express permission of the Owners and hotel management) allow any person other than guests booked and staying in the apartment for their holiday to use the facilities and amenities of the apartment and hotel building.

8. CHILDREN / PETS

Only one child may stay, sleeping on the sofa-bed / own cot. No pets are allowed in the apartment + hotel.

9. LIABILITY

- (a) The Owners shall accept no liability to the Holidaymaker for any loss, damage or injury howsoever caused to the Holidaymaker or to the Holidaymaker's personal property (or to persons in the Holidaymaker's party or their personal property) during their stay at the apartment except to the extent such loss, damage or injury is caused by the negligence or wilful default of the Owners.
- (b) The Owners give no warranty and are not responsible for the accuracy or otherwise of any information or representations given, other than that given by themselves.

10. COMMUNICATION AND INFORMATION

For the purpose of the Data Protection Acts, all personal and other information and details collected by the Owners in the course of their business as holiday providers, belongs to the Owners and will not be disclosed to third parties, except the Vitalhotel management for safety reasons.

11. COMPLAINTS

In the unlikely event the Holidaymaker may have cause for dissatisfaction; this must be made known to the Owners as soon as possible, in writing.

12. FORCE MAJEURE

No liability can be accepted and no compensation will be paid by the Owners, where the Holidaymaker or his personal property suffer any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by the Owners are prevented or affected, by 'Force Majeure'. In this contract 'Force Majeure' means any event which the Owners could not have foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, closure of international borders, disease, non-availability of transport services, interruption to services/utilities and all similar events outside the control of the Owners.