

Terms and Conditions

1. APPLICATION

1.1 These terms and conditions apply to all offers, reservations and contracts relating to the rental properties and other facilities that are leased by braviscasa GmbH, named hereafter as braviscasa.

1.2 In these terms and conditions, the term ' Tenant ' means the person enters into an agreement with braviscasa regarding the renting / use of a rental property. The term "User" (also referred to as 'Guest') includes the Tenant and the individuals specified by him who use the property rented by the Tenant or other facilities.

1.3 These terms and conditions apply regardless of any (previous) reference you may make to the application of your own terms and conditions or of other terms and conditions. braviscasa refuses to accept any other terms and conditions which you may invoke.

1.4 Terms and conditions differing from these General Terms and Conditions are only valid if agreed in writing.

2. RESERVATION AND CONCLUSION OF CONTRACT

2.1 braviscasa only accepts reservations from people who are at least 18 years old. Reservations made by underage persons are invalid.

2.2 braviscasa reserves the right to reject or impose additional conditions on invalid reservations, especially from groups, without the requirement to give any reasons.

2.3 Upon receipt of your reservation request braviscasa will send you confirmation and the invoice within 3 working days. You should check these for accuracy immediately on receipt. Any discrepancies must be notified to braviscasa immediately.

2.4 Should you not be in possession of a confirmation / invoice within 3 working days after making a reservation inquiry, please contact braviscasa's reservation department immediately. If you fail to do so, you cannot make any claims in respect of the incomplete reservation.

2.5 The contract between you and braviscasa comes in force at the moment you receive written confirmation of your reservation / the invoice from braviscasa.

2.6 The contract governs the leasing of rental properties or other facilities for recreational activities and is therefore a contract of limited duration.

3. AMENDMENTS TO THE CONTRACT

3.1 If, after conclusion of the contract, you wish to make changes to the contract, braviscasa is not obliged to agree to this. braviscasa can decide whether and to what extent changes are to be adopted at its discretion. The acceptance of such changes on the part of braviscasa will be subject to the payment by you of the reasonable costs incurred by braviscasa as a result of the changes.

3.2 If, after a contract has come into force, you wish to withdraw from a part of this contract, the conditions in section 14 below shall apply.

4. COMPLIANCE WITH THE TERMS OF THE CONTRACT

4.1 The Tenant and any other User are not permitted , under any circumstances or for whatever

reason whatsoever, to make the rental property available for use by any person other than a person named in the contract, unless this has been agreed in writing by braviscasa.

4.2 The Tenant is required to give the names of any other User of the rental property on the registration form.

4.3 At any time up to the travel date, you can require that third parties enter into your rights and obligations under the contract. In this case, you as well as the new Tenant are liable for the tour price and any additional costs.

5. PRICES

5.1 You are liable to braviscasa for the agreed rent as specified in the booking confirmation and invoice.

5.2 Discounts and / or special promotions cannot be claimed retrospectively, i.e. following completion of your booking.

5.3 Unless otherwise stated, all prices are inclusive of VAT.

5.4 Should due to changed legal regulations an increase in the VAT rate and/or other relevant tax (such as the visitor's tax) occur after the conclusion of the contract and more than four months before the commencement of the rental period, then the rent and/or other tax (as the case may be) will be increased by the same percentage as the relevant increase in VAT and/or other tax; braviscasa will exercise the right to make such an increase no later than 21 days prior to the travel date.

6. ADDITIONAL COSTS

6.1 The visitor's tax will be determined by the relevant town /city authority of the location of the rental property. You are / the Tenant is required to pay to braviscasa the amount of the visitor's tax as fixed by the relevant town / city authority and valid at the time of the rental period.

7. PAYMENTS

7.1 A deposit of 30 % of the total rent will be charged when the reservation / booking of a rental property is made. The payment of the deposit must be made within 7 days of the invoice date / date of braviscasa's reservation confirmation.

7.2 The balance of the rent must be received by braviscasa at least 4 weeks before the beginning of the rental period, as indicated in the reservation confirmation.

7.3 In the event that a reservation is made less than 4 weeks before the start of the rental period, the full amount of the rent is payable upon receipt of the booking confirmation. If the outstanding rent due has not yet been credited to the bank account of braviscasa at least 7 days before Guest arrival, braviscasa will charge you credit card with the outstanding amount without any further announcement, unless the Guest can prove that the outstanding rent due has been transferred correctly prior to arrival.

Last Minute reservations who are made less than 72 hours before arrival: the full amount of the rent is payable directly upon receipt of the booking confirmation. A verification of the payment has to be provided to braviscasa. If the whole rent due has not yet been credited to the bank account of braviscasa, braviscasa will charge your credit card with the outstanding amount (plus 3 % service fee) without any further announcement.

7.4 You are in default of your payment obligation if the amounts invoiced to you are not paid by the

relevant due date for payment. In these circumstances braviscasa will offer you the opportunity to pay the amount due within a further 2 days. Should the payment remain outstanding at the end of this period of 2 days braviscasa reserves the right to terminate the contract with effect from the day on which the deadline is passed. In this case you will be liable for any damage that braviscasa suffers or will suffer as a result; this includes all costs that are incurred by braviscasa related to your reservation and its cancellation.

8. ARRIVAL AND DEPARTURE

8.1 The rental property can be occupied from 16.00 hours on the agreed arrival date specified in the reservation confirmation and must be vacated by 10:00 hours on the agreed departure date specified in the reservation confirmation.

8.2 If you wish to continue the contract with braviscasa for longer than the agreed time and braviscasa agrees, braviscasa entitled at any time to provide an alternative rental property for you.

8.3 If the Guest ceases to use the rental property and / or other facility prior to the expiry of the rental period stated in the reservation confirmation, the Tenant has no right to reimbursement of all or any part of the rent and / or the costs from braviscasa. If you have completed a travel insurance and meet the stated prerequisites of the insurance company, you can file a claim for damages in respect of the early departure with the insurance company.

9. HOUSE RULES

9.1 Every Guest is required to abide by the House Rules laid down by braviscasa. The House Rules can be found on site in the rental property or can be requested on arrival from our employees

9.2 Each property may only be occupied by the maximum of the number of people prescribed in the brochure for that property and specified by the Tenant at the time of booking. If more people occupy the rental property than specified at time of reservation braviscasa reserves the right to compensation for its additional costs. In addition, if the maximum number of people for the rental property is exceeded, braviscasa is not obliged to accept the situation and can declare the booking to be invalid.

9.3 The Guest is to leave the rental property clean and tidy i.e. leave no dirty dishes , clean up the kitchen, empty the fridge and dispose of rubbish bags in the refuse containers provided. Braviscasa is holding the right to charge a minimum of € 150,- if the apartment has been left behind extremely dirty.

9.4 In the event of breach of the rules set out in these terms and conditions or of the House Rules braviscasa is entitled to terminate the contract immediately.

10. PETS

10.1 Depending on the rental property braviscasa may permit the Tenant or the User to bring one or at the most two pets. If you and / or any other User wish to bring pets, you must specify this when booking. In this case braviscasa will make a surcharge which you must pay. braviscasa reserves the right at its discretion to refuse to allow pets onto the rental property. In some properties pets are not allowed.

11. USE OF THE RENTAL PROPERTY; INVENTORY

11.1 The Tenant is always personally liable for damages caused by breakage and / or loss and / or damage to the inventory and / or to the rental property unless the Tenant can prove that the damage has not been caused by him, any other User or companions. braviscasa must be notified immediately of damage for which the Tenant is liable and the Tenant must pay compensation for such damage on

site.

11.2 In the case of loss of an apartment key braviscasa is entitled to a compensation fee from the Tenant of between € 50 and € 100 to secure the locking system.

12. SECURITY DEPOSIT

12.1 Braviscasa will require a security deposit from you at the beginning of the stay. The deposit will be **€ 500.00** per rental but can be increased if the circumstances require it (if the rental property is rented by a group, if it is a new property, large apartments for example). The amount is going to be paid either in cash on arrival or will be charged from your credit card.

If there are **no complaints** upon departure, this transaction will be canceled soon after check-out. Be aware that all damages on our property will be charged. If the apartment will be left behind in a very dirty condition, we will charge for the end cleaning **€ 150,-**.

12.2 The security deposit serves to guarantee damages and / or costs - in the broad sense of the word - which braviscasa may incur as a result of non-compliance by the Tenant with the Tenant's obligations.

12.3 braviscasa will refund the security deposit or any balance of the security to the Tenant net of claims (damage to the inventory / rental property and / or other costs). This refund does not affect or preclude any possible (further) damage claims braviscasa may have.

13. INTERNET USE

13.1 braviscasa makes access to the Internet over Wi-Fi networks or via cable network available for use in some properties.

13.2 braviscasa is not liable for financial loss caused through negligence resulting from the use of the Internet or as a result of faults in the network.

13.3 The Tenant or his companions have to behave in the use of the Internet as would be expected of responsible and conscientious Internet users. You must at all times when using the Internet comply with German legal requirements. The Tenant and his companions must refrain in particular from taking action which infringes the copyright or other proprietary rights of third parties or is in violation of the standards of public decency. braviscasa draws the Tenant's attention in particular to the fact that the use of file sharing may be liable to prosecution as being illegal downloading of music or film works and can give rise to a claim for damages against the Tenant and his companions in favour of the copyright holder. braviscasa expressly points out that this is only one example of a possible infringement of rights and violations of the law can arise in other ways .

13.4 Upon detection or suspicion of an infringement or other abuse of Internet access by the Tenant or his companions, braviscasa has the right to deny access to the Internet without notice in whole or in part.

13.5 The Tenant is advised that he is liable to the injured party for all violations of the law related to the use of the Internet, even those that arise as a result of actions by any other User and/or his companions. Should braviscasa be the subject of a claim by a third party for acts on the part of the Tenant or his companions, the Tenant is to indemnify braviscasa in respect of that claim.

14. CANCELLATION

14.1 In the event of cancellation of a reservation the cancellation fees are as follows:

- From 30 days prior to departure 30%
- From 20 days prior to departure 60%
- 10 days before departure 90%
- No-show: 100% of the rent

14.2 We recommend you take out travel insurance. Please see the link on our homepage.

14.3 If you do not appear within 24 hours after the agreed date of arrival without prior notice, your absence will be treated as a cancellation.

15. FORCE MAJEURE

15.1 Should braviscasa due to force majeure temporarily or permanently be unable to perform the contract in whole or in part, braviscasa will present you with an alternative proposal (for other accommodation/another time, etc.) within 14 days after it has become aware of the impossibility of performing the contract in its original form.

15.2 Force majeure on the part braviscasa arises when the performance of the contract is completely or partially, temporarily or permanently, prevented by circumstances that are not within the control of braviscasa. This includes the threat of war, strikes, blockades, fire, floods and other disturbances and incidents.

15.3 You are entitled to reject the alternative offer. If you decline the alternative offer, you must indicate this within 14 days of receipt of the alternative offer. In this case braviscasa has the right to terminate the contract with immediate effect. You will then be entitled to waiver and / or refund of the rent / the already paid portion of the rent. In this case braviscasa is not obliged to pay any compensation.

16. EARLY TERMINATION

16.1 braviscasa has the right to terminate the contract with immediate effect at any time if on reservation personal information given by you and / or any other User is incomplete and / or incorrect and this information is in spite of a reminder not made available within a reasonable time. In this event braviscasa is entitled to compensation for the damage resulting from the fact that the contract has had to be terminated prematurely.

17. LIABILITY

17.1 braviscasa assumes no liability for theft, loss or damage of any kind of or to property or persons incurred during or as a result of staying in one of its properties and / or the rental / use of a rental property or other facilities belonging to braviscasa.

17.2 Liability for damage arising through lost holiday enjoyment or through business interruption and other consequential losses is absolutely excluded. braviscasa assumes no liability whatsoever for damage for which there is a claim to compensation under the heading of travel and/or cancellation insurance or any other insurance.

17.3 braviscasa accepts no liability for disruption of or deficiencies in services that are provided by third parties.

17.4 The Tenant shall otherwise be held liable in full for damages which arise at the rental property.

17.5. You indemnify braviscasa against all claims relating to damage to third parties which are (partly) the result of any action or omission of yourself, any other User, or others who are with your approval in the rental property.

17.6 braviscasa has no liability whatsoever in respect of non-contractual claims for damages.

17.7 braviscasa is not liable for noise nuisance caused by third parties or other guests.

18. LONGER-TERM RENTALS

18.1 During the low season (approximately November to March) the holiday rental apartments are available to be rented out on a long-term basis. The rent is based on the agreed fixed rental period without the need for a separate notice of termination at maturity. The Tenant is exempt from the visitor's tax, provided that for the duration of the rental period the Tenant has a separate permanent registered address (including a registered second home). The Tenant is responsible for attending to the necessary registration procedures with the local authority.

19. JURISDICTION

19.1 The place of contract performance and jurisdiction is Freiburg in Breisgau

20. DATA PROTECTION

You can find our Data Privacy Policy under: <https://www.en.braviscasa.de/data-privacy/>

Under <http://ec.europa.eu/consumers/odr/>, the European Commission provides a platform for the online settlement of consumer disputes (so-called OS platform). We do not participate in such dispute resolution procedures before the Consumer Arbitration Board and are not required by law to do so. Our e-mail address is: info@braviscasa.de

21. OPERATOR

braviscasa GmbH

Local Court: Freiburg HRB 706 888

Managing Director: Martin Bross

Königschaffhauser Strasse 28, 79346 Endingen