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General Terms and Conditions of intermediation (GTC)

Holiday Home AG and Holiday Home GmbH Leipzig (herein after called travel agency)

The travel agencies Holiday Home AG and Holiday Home GmbH Leipzig (herein after called travel agency) act as a travel agency as well as a holiday house- and hotel mediator and offer a variety of accommodations-, hotels-, insurances-, travel and other services of third parties (tour operator, holiday house mediator, cruise company and other tourism providers). These services are provided exclusively as a mediator. With this intermediation of other services (herein after called "external services") occurs exclusively a so-called agency agreement (mediation contract) between the client and the travel agency. Herewith the travel agency commits oneself to fulfill the desired mediation both according to the rules and accurately. However the contract occurs exclusively between the client and the tourism provider of the customer desired service. The services of the travel agency (combination of multiple services to a packaged tour or own mediation of holiday accommodations) are clearly identified and the travel agency is noted both on invoices and possible documents as a service provider (herein after called "own services"). The following Terms and Conditions regulate the privities of contract between the client and the travel agency travel-special and apply for the mediations, which were adduced by travel-special. The General Terms and Conditions of the particular provider are applicable for services which were externally mediated.

1. Completion of the contract

The travel agency forwards the wishes of the customer to the provider, who was selected by the customer. With confirmation by the tourism provider, the service contract comes into existence with him.

A) General terms and conditions of the intermediation

1. The Interholiday AG (herein after referred to as agent) provides rental and accommodation agreements (herein after referred to as rental agreements) by order and authority for house owners, hoteliers and related enterprises (herein after referred to as landlord) offering the intermediation of holiday accommodations. The Interholiday AG solely acts as agent. The agent takes the information of the respective landlords and tenants for and on behalf of the respectively other party. The renting is effected on behalf and for account of the landlord.
2. At reservations and bookings the landlords are represented by the agent. The agent is authorized by the landlords as general agent to take reservations, to confirm bookings, to claim and to collect due payments and charges as well as cancellation fees and to execute declarations on behalf of the landlord.
3. The agent is obliged to provide the correct realisation of the intermediation. The equipment and quality of the rental property corresponds to the indications of the landlord (property description) and has been recorded, translated and offered by the agent in his database.

B) Reservations and bookings

1. The tenant has the opportunity to reserve the favoured rental property orally, in writing, by fax, by e-mail or online. The binding reservation (booking) requires a written note by the tenant (by letter, eMail or fax) to the agent and a written confirmation (by letter, eMail or fax) by the agent to the landlord (booking confirmation/invoice).
2. Online bookings become effective by written confirmation by the agent to the tenant (booking confirmation/invoice) by letter, eMail or fax.
3. The booking confirmation/invoice will be effected within 14 days. During that time the tenant is bound to his offer. The rental agreement will not be effective until the remittance of the booking confirmation/invoice.
4. The tenant's booking is effective for all persons mentioned in the registration or, independent from the mention, using the rental property within the scope of the renting for whose contractual obligations the tenant is responsible for.
5. Additional agreements and supplements must be in writing and will only be part of the rental agreement if they are contained in the booking confirmation/reservation.
6. If the booking confirmation/invoice deviates from the property description, thus, it concerns a new offer. In that case the booking will only be binding if the tenant declares acceptance within a period of 10 days after receipt of the booking confirmation/invoice or if he effects a payment within this period. Otherwise the offer expires without need to further declaration.
7. The transmission of the contract to a third party requires explicit confirmation in written form (booking confirmation/invoice) by the agent.

C) Prices

1. Rental prices are indicated in the property description. The rental price contains the services indicated by the landlord, all charges and commissions conjuncted with the intermediation including those of the agent.
2. The indicated price for holiday houses and holiday flats is the price per rental property and per week. In case of stays of several weeks the prices of the respective seasons will be totalised. The indicated property prices do not include electricity, gas, water, bed linen and final cleaning, unless otherwise noted.
3. Charges depending on the respective person like catering, local tax, fees of your agency, potential rates for desired travel insurances or potential dues (e.g. divergent arrival or shorter stay) are not included in the rental price and are charged separately.
4. Hotel tariff are indicated per person and per day unless otherwise noted in the property description. Exceptions are specified in the property description in the details of each property.
5. Reductions for children are guaranteed for children who do not exceed the indicated age during the entire stay. (Note: Children are under 12 years old until the age of 12.) Infants accommodated free of charge in hotels are not entitled to have an own bed or catering.
6. In case of booking of half-board, full board or all-inclusive in hotels, the first catering service is dinner at the day of arrival and the last catering service is breakfast at the day of departure.
7. For entitled reasons (exchange rate change) the landlord is authorised to increase the rental price. The increase of price is acceptable until 4 months the day before start of rental agreement. An increase of price of more than 5% entitles the tenant to withdraw from the rental agreement without paying a fee. We recommend the tenant in own

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interest to declare the withdrawal in writing. Otherwise the price adjustment is considered as accepted.

8. The applicable rental price is the price indicated in the booking confirmation/invoice. If deviations arise in the period between the booking and the booking confirmation/invoice, thus, point B 6 (reservations and bookings) becomes valid.

9. In the case of payment on site the required currency of the landlord is to pay even if the final invoice was issued in another currency.

D) Number of persons and scope of services

The scope of services results from the property description. It is not allowed to occupy (either temporarily) a rental property by more persons (adults, children and babies) than indicated. The landlord is authorised to refuse the supernumery persons, to charge separately alternative accommodation or to expel the tenant from the house without reimbursement of rent by reasons of violation of rental agreement. If the children's age is not stated, the landlord will assume adults.

E) Payments

1. At remittance of the booking confirmation/invoice a down payment of the total price falls due. At certain seasonal dates, the down payment might amount to the total price. At booking a down payment amounting to 25 % of the total price, though, at least CHF 150,- / EUR 100,- each property and week in the issued currency becomes due.

2. Payments are to be effected in the required currency into the indicated account until the date (= Credited to the account) mentioned in the booking confirmation/invoice. In case of agreed payments "on site", it is to be effected in cash in the indicated currency at the day of start of rental before the handover of keys.

3. If the payments are not effected until the indicated dates, the landlord has the right to cancel the booking according to point I.

F) Voucher

1. After receipt of payment of all payments due before start of rental according to the booking confirmation/invoice (however, at the earliest 4 weeks before arrival for reasons of actuality) the tenant receives from the landlord a voucher entitling the tenant to use the booked rental property. The hand-over of keys for the rental property will be carried out at the place of hand-over of keys against voucher.

2. On the voucher you find all necessary indications concerning your booked rental property and your landlord.

G) Obligation to co-operate

1. If the tenant finds damages at handover of the rental property or if the tenant has complaints regarding the property description, these damages are immediately to be announced to the landlord. As in such cases of divergencies it might be a fault of the intermediation service, the tenant is obliged to inform immediately the agent in order to give him the opportunity to find a remedy in case of violation of his obligation to intermediation.

2. In case of complaints not being resolved by the landlord, it is recommended to agree immediately and carry out a reduction of rent with him. According to stipulation of the landlord the reduction is not carried out insofar as the tenant fails to announce the damages on site and to claim their elimination. In that case the tenant shall no longer be entitled to claim reduction from the rental agreement. Assertion of claims after end of rental is excluded. The agent cannot be held responsible for this.

3. In case of impairment of performance the tenant is obliged to co-operate in the elimination, particularly to tolerate a property inspection by the landlord or his representative and to keep damages as slight as possible.

4. At the departure, the rental property handed over the tenant with the purpose of utilisation is to be given back to the landlord in the same condition as handed over. Damages occurred during the time of rental are immediately to be announced to the landlord.

H) Basic and final cleaning

1. The basic cleaning means the return of the rental property to the landlord in well-swept condition at the day of departure. This contains the removal of all food-waste, cleaning of the dishes and kitchenware as well as waste disposal by the tenant.

2. The basic cleaning is to be effected by the tenant independently from the final cleaning.

3. The following final cleaning by the landlord, that can be charged separately depending on the property description or is included in the rental price, is effected independently from the basic cleaning.

I) Cancellation of the booking by the tenant

The tenant can at any time cancel his booking before start of rental. In the tenant's interest, the cancellation should be declared in writing. The decisive date of cancellation is the receipt of the cancellation at the agent as the landlord's representative. If the tenant cancels the booking or does not travel or arrives late, the landlord is allowed to demand adequate compensation for the rental arrangements made in advance, for the loss of rent and for other expenses. The amount generally bases on the amount of the rental price and can be claimed as lump sum. The calculation of the compensation usually takes into consideration saved expenses and other applications.

The lump summed claim of the landlord amounts to:

- 25 % of the rental price from the day of booking to 61 days before start of rental
- 50 % of the rental price from 60 to 55 days before start of rental
- 60 % of the rental price from 54 to 45 days before start of rental
- 70 % of the rental price from 44 to 35 days before start of rental
- 80 % of the rental price from 34 to 25 days before start of rental
- 85 % of the rental price from 24 to 15 days before start of rental
- 90 % of the rental price from 14 to 2 days before start of rental and

in case of later cancellation or absence from the rental property 95 % of the rental price, provided that no further conditions are indicated. The tenant is free to prove on an individual basis that the claimed expenses did not incur or amount less. We expressly reserve the right to assert the concrete damage.

J) Withdrawal by the landlord

1. The landlord can at any time withdraw from the rental agreement by paying the rental price already paid, if the fulfilment of the contract became impossible for him. If applicable the landlord offers another property, provided that it is possible. In case of intermediation of an equal or better offer the rental agreement is to be considered fulfilled.

2. Furthermore, the landlord can withdraw before start of rental or cancel after start of rental, if

- the tenant continuously disturbs the realisation of the contract despite warning,
- the tenant acts contrary to contract, so that the immediate end of rental is reasonable or
- the tenant does not pay the rental price despite due-date

In these cases the claim of the landlord against the tenant is based on point I of these GTC.

K) Limitation of time and liability

1. Contractual warranty claims of the tenant against the Interholiday AG shall be time barred after the expiry of one year. The limitation of time starts the day of the contractually designated end of rental. This does not apply to claims for damages resulting from the violation of life, body or health due to negligent or intended breach of duty of the Interholiday AG.
2. The tenant is obliged to assert his contractual warranty claims against the Interholiday AG within one month after the contractual designated end of rental. This does not apply to claims for damages resulting from the violation of life, body or health due to negligent or intended breach of duty of the Interholiday AG.
3. The liability of the Interholiday AG for contractual claims for damages, excepting bodily harm, is limited to the triple rental price, as far as the damage caused by the tenant is effected neither with intent, nor grossly negligent.

L) accomodation and handling fee

The Interholiday AG charges a commission amounting to CHF 29,- / EUR 19,- for successful intermediations. On your demand and after agreement by the tenant, different contract conditions (e.g. additional cot, modifications in occupancy, divergent arrival or departure, additional domestic animals, changes of names, special requests on site etc.) can be agreed. Therefor we charge an administrative charge amounting to CHF 25,- / EUR 15,- per document for additional work of adapting the contract, confirmation, reissuing of invoices and accounts, organisation, translation and documentation and further work.

M) Court of jurisdiction

The court of jurisdiction for all claims against the Interholiday AG is Zug, Switzerland.

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commercial register CH-170.3.026.646-1

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