

## **KISSANKULMA BOOKING CONDITIONS**

Kissankulma /Tiina Roitto (hereinafter the Owner) follows these contract terms in booking of the Rental Villa.

### **Booking and payment**

The person making the booking must be of legal age (18 years of age).

The booking can be made by contacting the Owner of the Villa by email. The booking will be made and confirmed by email. The customer will receive an invoice of the deposit (20 % of the rental price of the Villa) and the final invoice. The booking deposit and final invoice will be sent to customer's email address immediately during the days after the booking. There will be Owner's name and contacts of the destination as well as driving information to the place of delivery of the keys or to the destination.

All the remarks concerning the invoice have to be announced within seven (7) days from the date of the invoice. The invoice will be paid as SEPA payment (IBAN account number and BIC code of the bank).

The booking is confirmed when the customer has paid the deposit (20 % of the rental price of the Villa) until the due day or the deposit and final payment at the same time. The final payment will be paid at least six (6) weeks before the beginning of the holiday.

If there are less than six (6) weeks to the beginning of the booking, the sum will be paid at a time and the invoice has to be paid at least a week after the date of the invoice.

If the customer does not pay the invoice on time, the Owner can cancel the booking without any separate notice.

### **Cancellation and change of the booking**

The cancellation has always to be done in writing, by email to address: [tiina.m.roitto@gmail.com](mailto:tiina.m.roitto@gmail.com)

If the customer cancels the booking, the deposit (20 % of the rental price of the Villa) will not be paid back.

If the booking is cancelled for some other reason as the case of illness later than 28 days before the beginning of the renting or during it, the payments will not be paid back at all.

#### **Cancellations in the cases of illness:**

The customer has a right to get back the sum which they have paid to the Owner, except for the deposit, if the customer themselves or the person living in the same household with them seriously gets ill, suffers the accident or dies. The Owner has to be informed of the cancellation without delay and the matter has to be proved in a reliable way, for example, by showing a medical certificate. If the cancellation is made later than 48 hours before the beginning of the booking date or during the booking the payment will not be compensated.

### **Right of the Owner to cancel a booking**

If it is a question of the event of an unpredictable and insurmountable obstacle (force majeure), the Owner can cancel the booking. In this case the customer has the right to get the whole payment back. If the

booking has to be interrupted because of the disruptive behavior on the part of the customer, no payments will be refunded.

If the customer fails to pay or misses the payment deadline, can the Owner cancel the booking without separate notification.

## Services mentioned in the destination description

There are mentions in the description of the destination of the services available nearby (e.g. railway station, bus stop, restaurant, shop etc.) The Owner cannot guarantee the right information or the availability of general public services, which are not directly associated with the destination, during the stay of the customer.

## Stay at destination

Most usually, the destination will be at the customer's disposal from 4 pm on the day of arrival to 12 noon on the day of departure.

The destination and the keys to the destination will be handed over to the customer at the time of arrival as estimated and notified beforehand to the Owner by phone or in writing. If the customer fails to show up at the scheduled time or if no notification of the customer's time of arrival is provided, the Owner cannot guarantee that the keys will be available for handover.

The rent pays for the right to use the destination during the booked period. Normal energy consumption, furnishings, cooking and eating utensils, mattresses, blankets and pillows are included in the rent.

Firewood is included in the destination rent. Dish-washing detergents, basic spices as well as kitchen and toilet paper rolls are reserved for the first use.

The tap water of the destination is safe to drink and make food of it, there is an own well.

Sheets and towels are not included in the rent. Customers must use bed linen. Sheets and towels can be ordered in the conjunction with the booking. Cleaning is included in the rent.

The number of people using the destination must not exceed the number of sleeping places stated in the description or the number agreed on during the booking. If you are planning to have a party, where the maximum number of customers is temporarily exceeded, you should agree about that in advance with the Owner. Tents and caravans or use of rentable equipment (such as hot tubs) are not permitted at the destination without the permission of the Owner. Smoking is not allowed indoors.

Pet-owners must notify their intent to bring an animal to the destination when booking.

## Obligations of the customer and handover of the destination on the day of departure

The customer will hand over the destination and its keys at 12 noon on the day of departure unless otherwise mentioned.

The customer is responsible for any damages they cause to the destination property. The Owner must be notified immediately of any damages caused. The customer is required to pay the Owner for any damage caused to the destination.

The departure cleaning which includes to the rent, does not cover washing dishes, return of dishes to their original place or garbage removed to the waste disposal point. Furthermore, the customer is obliged to remove empty bottles and cans, and put furniture back to its original place. Food should be taken away or to the waste disposal point.

If the customer has rented the bed linen or it includes to the rent, it must be piled on a bed.

Smoking is not allowed indoors. The customer is responsible to compensate the expenses of cleaning the holiday destination if the customer has smoked indoors at the Villa.

### Event of an unpredictable and insurmountable obstacle (force majeure)

The owner will not be responsible for any damage incurred by the customer in the event of an unpredictable and insurmountable obstacle (force majeure) or some other comparable reason (such as power failure or natural phenomena like algae blooms or the occurrence of animals like mice or insects) that was not caused by the Owner and whose effects the Owner could not be reasonably expected to prevent. Neither is the Owner responsible for any damage or inconvenience caused by regular natural phenomena.

### Objections and complaints

Any objections and complaints regarding the destination must be addressed to the Owner.

If the matter is not satisfactorily attended to and the customer and the Owner fail to reach an accord on the matter, the customer can turn to the Finnish Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)). Before this the customer is obliged to contact the Finnish Consumer Advisory Service ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi)). According to the legislation concerning this matter, the Finnish Consumer Disputes Board can let the complaint without notice, if the customer has not contact the Finnish Consumer Advisory Service first.

If the customer does not immediately report observed deficiencies to the Owner during the rental period the destination will be considered to have been in the contractually-required condition. It is impossible to jointly verify deficiencies reported after the end of the rental period, and the Owner will therefore not be responsible to compensate for them in any way.

If the customer discontinues the booking and departs the destination before the end of the rental period, the unused time will not be reimbursed nor will the customer be entitled to a rent refund.

### Right to change prices

Once an agreement has been made, the Owner has the right to raise and a corresponding obligation to reduce the agreed price in the event of any changes in the taxes or public charges affecting the price of the villa holiday services.

### Erroneous price information

The Owner shall not be bound by an error in the listed price if the price is so clearly erroneous that it is reasonable to expect the customer to notice it. Examples of such cases include a situation where the difference between the listed price and the actual price is substantially large or when the erroneous price can be considered exceptionally low when compared to the general price level.

### **Applicable law and venue for the resolution of disputes**

The contracting parties will attempt to resolve any disputes out of court. Should they fail to reach the agreement, any disputes will be settled by the South Savo District Court. The Contract is governed by Finnish law.

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