

# The Customer's Terms and Conditions



These Terms and Conditions (hereby referred to as "T&C") govern all Bookings made (through website, email, telephone or other means) with Red Apple Apartments AB (hereby referred to as "RAA").

By accepting these T&C you or the person you are booking on behalf of (the "Customer") enter into a direct contractual relationship with the Apartment Owner or Supplier (hereby referred to as "AO") you intend to rent from. RAA is not a party to this agreement but is instead bringing together contracting parties in a safe and secure way through its website.

These T&C have been accepted by the AO and he/she has given RAA full authority to conclude an agreement, based on them, on his/her behalf.

## 1 Booking

To secure the Booking you must complete the online booking process. The Booking is confirmed when you receive the Booking Confirmation by email from RAA. Bookings made through phone and email are confirmed only when RAA has received a reservation payment and sent you a Booking Confirmation by email.

The person who completes the online booking form must be over 24 years of age, and at least one Customer staying in the Apartment must be over 24 years of age. Proof of identification and date of birth may be requested at check-in, and failure to produce this proof may result in your Booking being cancelled.

## 2 Obligations and Liabilities of the Customer

- Any damages to the Apartment or its contents caused by you or those staying in the Apartment must be paid in full by you. In the event that damage is discovered after you depart, the AO is entitled to invoice you for the damages if he has sufficient photographic evidence to support the claim. For rentals of 60 nights or longer ("monthly" rentals), a damage deposit may be required.
- The number of people staying in the Apartment may not exceed the maximum number stated on the Apartment information page. Children 2 years of age and under do not count toward the maximum number. Visitors are allowed during daytime but are not allowed to stay overnight.
- Please respect Apartment neighbors. Noise should be kept to a reasonable level at all times. If a disturbance is caused to the neighbors, the AO reserves the right to request that you leave the Apartment without the right to claim any type of compensation.

## 3 Obligations & Liabilities of the AO

- The AO is directly responsible for the information presented on his/her Apartment information page on the website.
- The AO is responsible for managing the Apartment in accordance with local or national laws including those regarding health and safety and insurance.
- The AO is not responsible for any direct or indirect personal or medical costs, expenses, damages and losses suffered or incurred by you and other guests before, during or after your stay in the Apartment, except to the extent to which it is unlawful to exclude such liability.
- The AO cannot guarantee, or be held responsible for any failure or interruption of services to or equipment in the Apartment or disruption or noise caused as a result of repair work being carried out in another part of the property. However, upon notification, the AO will try to deal with such problems within a reasonable period of time. If the problem is of that nature that it severely affects your stay in the Apartment and the AO is unable to fix the problem within 24 hours you will be offered an alternative accommodation if an alternative is available.
- For monthly Bookings, additional AO Terms & Conditions may apply and will be found on the Apartment information page.

## 4 Obligations & Liabilities of RAA

- RAA's responsibility is to provide a website for Booking Apartments owned by individual AOs and companies. RAA is only responsible for the functionality of the website and its content.
- RAA is not responsible for any actions taken by either party of this Agreement after the Booking Confirmation has been sent.

## 5 Changes & Cancellations

If you wish to change your Booking after it has been confirmed, please contact RAA. RAA will use its best endeavors to accommodate changes to the Booking but cannot guarantee that such requests will be satisfied without costs incurred.

Cancellations can be made by email to [info@redappleapartments.com](mailto:info@redappleapartments.com). A cancellation link will also be provided in your Booking Confirmation email. Any cancellation made less than 30 days before the check-in date will mean that only the following percentages of the total payment will be refunded:

<b>Days before arrival</b>	<b>15-29</b>	<b>8-14</b>	<b>3-7</b>	<b>0-2</b>
<b>Proportion refunded</b>	<b>70%</b>	<b>50%</b>	<b>20%</b>	<b>0%</b>

Please note that if you cancel a Booking and you have paid with a credit card, you will not be refunded the credit card surcharge fee, which is 3.4% of the total transaction.

During Special Events, no refunds will be issued for cancellations. These Special Event periods are noted in the Apartment information page on the website.

In the unlikely event that the AO cancels the Booking, RAA cannot for obvious reasons guarantee you that particular Apartment. RAA will however, to its best abilities, attempt to provide you with a suitable replacement. In such cases you can either accept the replacement or cancel the Booking and receive a full refund of your payment. RAA cannot be held responsible for cancellations made by AO and therefore will not accept any claims for losses caused by the cancellation.

#### **6 Arrivals and Departures**

Check-in time is between 15:00 and 20:00. Check-out time is before 12:00 on the day of departure. The arrival time should be communicated to the Apartment contact person as stated in the Booking Confirmation email. Other check-in or check-out times can be negotiated with the AO, but additional fees may be charged for special requests.

#### **7 Cleaning**

The Apartment will be clean when you arrive and include fresh linen, hand soap, dishwashing liquid, toilet paper and towels. If the Apartment is not properly cleaned when you arrive, please contact the AO immediately.

#### **8 Complaints**

If you have a complaint about the Apartment, the cleaning of the Apartment or the Apartment surroundings you should notify the AO directly then contact RAA if you feel your problem might warrant a refund. RAA will not issue a refund for any portion of your stay if you do not reach an agreement with the AO or contact RAA before you check out of the Apartment.

#### **9 Force Majeure**

Neither party of this agreement shall be liable for failure to perform its obligations to the extent that such failure is the result of any cause beyond its reasonable control, generally referred to as Force Majeure.

#### **10 Copyright**

The content of the website [www.redappleapartments.com](http://www.redappleapartments.com) including the website design, text and graphics, all software compilations, underlying code and software is copyright of RAA or the AO. The material may not be copied, reproduced or redistributed without written permission.

#### **11 Privacy Policy**

RAA will endeavor to safeguard your privacy, and personal information collected will only be used to tailor and improve the services to suit your needs. Neither RAA nor the AO will sell, trade, or rent your personal information to third party companies or organizations.

#### **12 Indemnity**

The Customer agrees to indemnify RAA and the AO for the full amount of all claims, liabilities, demands, damages, expenses, losses, refunds, fines, costs (including legal costs) and all other sums of whatever nature incurred or suffered as a result of any breach of this Agreement or other unlawful or negligent conduct performed by the Customer in relation to it. If you are booking for, as or on behalf of a business or business employee, that business shall indemnify RAA and the AO. This indemnity shall survive and remain in full force and effect after the termination of this Agreement.