

1 Scope of application

- 1.1** These General Terms and Conditions (GT&C) apply to the rental of flats and to all other services and deliveries provided to customers.
- 1.2** The subletting and re-letting of the rented flats and their use for purposes other than residential purposes require prior written consent from the Landlord – whereby granting of consent is at the discretion of the Landlord and refusal of consent does not entitle the customer to premature termination of the Tenancy Agreement.
- 1.3** Terms and conditions of the Contracting Party and/or the Tenant shall only apply if this has been explicitly agreed in written form in advance.
- 1.4** These GT&C do not exclude special agreements and are subsidiary to individual arrangements.

2 Definitions of terms

Landlord

is a natural person or a legal entity who rents out flats for a fee.

Tenant

is a natural person who occupies a flat. As a rule, a Tenant is also the Contracting Party. Persons who share the flat with the Tenant (e.g. family members, friends, colleagues, etc.) are also deemed to be Tenants.

Contracting Party

is a natural person or a legal entity – domestic or from abroad – who signs a Tenancy Agreement as a Tenant or on behalf of a Tenant.

Consumer/Trader

These terms are to be understood in the sense of the Austrian Consumer Protection Act.

Tenancy Agreement

is a contract concluded between the Landlord and the Contracting Party – the content of the contract is regulated in more detail below.

3 Conclusion of contract – deposit

- 3.1.** The Tenancy Agreement is concluded when the Landlord accepts the Contracting Party's order. It is up to the Landlord to confirm the booking in writing. Electronic correspondence shall be considered to have been received if the party for whom it is intended can access it under normal circumstances and if it is received during the Landlord's announced business hours.
- 3.2.** The Landlord is authorised to conclude the Tenancy Agreement on the condition that the Contracting Party pays a deposit. In such a case, the Landlord is obliged to inform the Contracting Party of the required deposit before accepting the Contracting Party's written or verbal booking. If the Contracting Party agrees to the deposit (in writing or verbally), the Tenancy Agreement shall come into effect as soon as the Landlord receives the Contracting Party's declaration of consent regarding payment of the deposit.
- 3.3.** The Contracting Party is obliged to pay the deposit no later than seven days (received) before the beginning of the tenancy. The costs for the transaction (e.g. bank transfer charges) shall be borne by the Contracting Party. For credit and debit cards, the respective conditions of the card companies apply.
- 3.4.** The deposit is a part payment of the agreed price.

4 Beginning and end of occupancy

- 4.1** The Tenant has the right to move into the rented accommodation from 15:00 on the agreed day (day of arrival), unless the Landlord offers a different time of occupancy.
- 4.2** The rented accommodation is to be vacated by the Tenant by 11:00 on the departure day. The Landlord is entitled to charge an additional day if the rented accommodation is not vacated on time.

5 Withdrawal/Cancellation

Withdrawal by the Landlord

- 5.1** If the Tenancy Agreement stipulates a deposit and the Contracting Party has not paid the deposit on time, the Landlord is entitled to withdraw from the Tenancy Agreement without granting additional grace.
- 5.2** If the Contracting Party or the Tenant does not turn up by 18:00 on the agreed arrival day, the Landlord has the right to withdraw from the contract – unless a later arrival time has been agreed.
- 5.3** If the Contracting Party has paid a deposit (see clause 3.3 above), the accommodation shall remain booked until no later than 11:00 on the following day of the agreed arrival day.
- 5.4** Up until 30 days before the agreed arrival day of the Tenant at the latest, the Landlord may unilaterally terminate the Tenancy Agreement for objectively justified reasons – unless otherwise agreed.

Withdrawal by the Contracting Party for short-term rentals (applies to all bookings of less than 28 nights)

- 5.5** In the case of a booked short-term stay (less than 28 nights), the Tenancy Agreement may be unilaterally terminated by the Contracting Party without paying a cancellation fee if this is done no later than seven days before the agreed arrival day of the Tenant.
- 5.6** Outside the period specified in clause 5.5 above, the first night will be charged in full and all subsequent nights at 50% if withdrawal is unilaterally made by the Contracting Party.

Withdrawal by the Contracting Party for long-term rentals (applies to all bookings of 28 nights and more)

- 5.7** In the case of a booked long-term stay (28 nights and more), the Tenancy Agreement may be unilaterally terminated by the Contracting Party without paying a cancellation fee if this is done no later than 30 days before the agreed arrival day of the Tenant.
- 5.8** Outside the period specified in clause 5.7 above, the first 28 nights will be charged in full if withdrawal is unilaterally made by the Contracting Party.

6 Provision of a replacement accommodation

- 6.1** The Landlord may provide the Contracting Party or the Tenant with an adequate replacement accommodation (of the same quality) if this is reasonable for the Contracting Party/Tenant - especially if the difference is minor and objectively justified.
- 6.2** An objective justification is given if, for example, rooms have become unusable, Tenants who are already accommodated extend their stay, there is an overbooking or other important measures require this step.
- 6.3** Any additional expenses for replacement accommodation will be borne by the Landlord.

7 Rights of the Contracting Party/Tenant

- 7.1** By concluding a Tenancy Agreement, the Contracting Party/Tenant gains the right to the standard use of the rented accommodation and facilities of the building – which are generally accessible to all Tenants for use without special conditions – and to the usual service. The Contracting Party/Tenant is to exercise their rights in accordance with the House Rules.

8 Obligations of the Contracting Party

- 8.1** The Contracting Party is obliged to pay the agreed price – plus any additional charges incurred due to extra services consumed by them and/or other persons accompanying them – plus statutory VAT by the departure time at the latest.

- 8.2** The Contracting Party is liable to the Landlord for any damage caused by the Contracting Party or the Tenant and/or other persons accompanying them who receive services from the Landlord with the knowledge or intention of the Contracting Party.
- 8.3** The Contracting Party is obliged to provide the names of the Tenant and the persons accompanying them. The Tenant and the persons accompanying them agree to the recording and storage of their personal data in accordance with the Registration Act 1991 (MeldeG 1991) and consent to this with their booking.

9 Rights of the Landlord

- 9.1** If the Contracting Party refuses to pay the agreed price or is in arrears with payment, the Landlord is entitled to the statutory right of retention as defined in § 970c and the statutory right of lien as defined in § 1101 of the Austrian Civil Code (ABGB) to the items brought in by the Tenant. The Landlord is also entitled to this right of retention or lien to secure his claim arising from the Tenancy Agreement, other expenses incurred for the Contracting Party, and for any claims for compensation of any kind.
- 9.2** The Landlord has the right to invoice or interim invoice their services at any time.

10 Obligations of the Landlord

- 10.1** The Landlord is obliged to provide the agreed services to an extent in accordance with his standards.

11 Liability of the Landlord for damage to brought-in items

- 11.1** The Landlord is liable for the items brought in by the Tenant as defined in § 970 ff. of the ABGB. The Landlord is only liable if the items have been handed over to the Landlord or to persons authorised by the Landlord or have been taken to a place instructed or designated by the Landlord. If the Landlord is unable to provide proof, the Landlord shall be liable for his own fault or the fault of his employees as well as outgoing and incoming persons. As defined in § 970 (1) of the ABGB, the Landlord is liable up to a maximum of the amount stipulated in the Federal Act of 16th November 1921 on the Liability of Landlords and Other Entrepreneurs – in the current version. If the Tenant does not immediately follow the Landlord's request to deposit their items in a special storage place, the Landlord is released from any liability. The amount of any liability of the Landlord is limited to a maximum of the liability insurance sum of the respective Landlord. Any fault on the part of the Tenant is to be taken into account.
- 11.2** The liability of the Landlord is excluded for ordinary negligence. If the Contracting Party is an entrepreneur, the liability of the Landlord is excluded also for recklessness. In this case, the Contracting Party bears the burden of proof for the existence of fault. Any consequential loss or

loss of profit will not be compensated under any circumstances.

- 11.3** The Landlord is only liable for valuables, money and securities up to the current amount of € 550. The Landlord is only liable for any damage beyond this if the damage was caused by himself or one of his employees. The limitation of liability as defined in clauses 12.1 and 12.2 below shall apply *mutatis mutandis*.
- 11.4** The Landlord may refuse to store valuables, money and securities.
- 11.5** In any case of accepted storage, liability is excluded if the Contracting Party or Tenant do not immediately notify the Landlord of the damage that has occurred as soon as they become aware of it. In addition, these claims must be asserted in court within three years of knowledge or possible knowledge by the Contracting Party or Tenant; otherwise, the right becomes invalid.

12 Limitation of liability

- 12.1** If the Contracting Party is a Consumer, the liability of the Landlord for ordinary negligence, with the exception of personal injury, is excluded.
- 12.2** If the Contracting Party is a Trader, the liability of the Landlord for ordinary negligence or recklessness is excluded. In this case, the Contracting Party bears the burden of proof for the existence of fault. Any consequential or immaterial loss will not be compensated. The amount of loss to be compensated will in any case be limited to the amount of the interest in the existence of the Tenancy Agreement.

13 Pet ownership

- 13.1** It is not permitted to bring, keep and/or take into care animals.

14 Extension of the occupancy

- 14.1** The Contracting Party or the Tenant have no right to an extension of their stay. If the Contracting Party or the Tenant communicate a wish to extend their stay in good time, the Landlord may agree to the extension of the Tenancy Agreement. The Landlord has no obligation to do so.
- 14.2** If – due to unforeseeable exceptional circumstances (e.g. extreme snowfall, flooding, etc.) – the Tenant is unable to leave the accommodation on the departure day because all travel options are closed or unusable, the Tenancy Agreement will be automatically extended for the duration of the inability to leave. The Landlord is entitled to demand at least the rate that corresponds to the usually charged rate at that time.

15 (Premature) termination of the Tenancy Agreement

- 15.1** If the Tenancy Agreement has been signed for a defined period of time, it ends upon expiry.
- 15.2** If the Tenant departs prematurely, the Landlord is entitled to demand the full agreed price.

15.3 On the death of a Tenant, the Tenancy Agreement with the Landlord ends.

15.4 If the Tenancy Agreement - for a stay of at least three months - has been signed for an indefinite period, the Contracting Party and the Landlord may terminate the contract up until 31 days before the scheduled end of it.

15.5 The Landlord has the right to terminate the Tenancy Agreement on important grounds with immediate effect in particular if the Contracting Party or the Tenant

- makes significantly improper use of the facilities, or – through their inconsiderate, indecent or otherwise grossly improper behaviour towards other Tenants, the Landlord, Landlord's employees or other persons living in the building – makes living together unpleasant, or is guilty of a criminal offence against property, morality or physical safety towards these persons;
- is affected by an infectious disease or an illness that lasts beyond the period of stay or becomes otherwise in need of care;
- fails to pay the provided invoices by the due date within a reasonably set period (three days);
- violates the House Rules.

15.6 If the fulfilment of the contract is impossible due to a force majeure event (e.g. natural phenomena, strike, official orders, etc.), the Landlord is entitled to terminate the Tenancy Agreement – without keeping a cancellation period – at any time, unless the contract is already deemed cancelled by law or the Landlord is released from his obligation to provide accommodation. Any claims for compensation etc. by the Contracting Party are excluded.

16 Illness or death of the Tenant

16.1 If a Tenant falls ill during their stay, the Landlord undertakes to provide medical support at the Tenant's request. If there is imminent danger, the Landlord will arrange for medical support even without a special request from the Tenant – especially if this is necessary and the Tenant is incapable of doing so themselves.

16.2 As long as the Tenant is unable to make decisions or the Tenant's relatives cannot be contacted, the Landlord will arrange for medical support at the Tenant's expense. However, the scope of these measures ends at the time when the Tenant can make decisions or their relatives have been informed of the illness.

16.3 The Landlord has a right of indemnity against the Contracting Party/Tenant or, in the event of death, from their legal successors particularly for the following expenses:

- outstanding medical costs, costs for ambulance service, medication and medical aids,
- room disinfection that has become necessary,
- towels, bed linen and bed furnishings that have become unusable, otherwise for the disinfection or deep cleaning of all these items,

- restoration of walls, furnishings, etc., as far as these have been soiled or damaged in connection with the illness or death,
- accommodation fee – provided that the facilities have been used by the Contracting Party/Tenant – plus any days on which the rooms cannot be used due to disinfection, removal or similar,
- any other damage incurred to the Landlord.

17 Place of performance, place of jurisdiction and choice of law

- 17.1** The place of performance and the sole place of jurisdiction is Vienna, whereby the Landlord is also entitled to claim his rights at any other local and factual competent court.
- 17.2** This Contract is subject to the Austrian Procedural Law and Substantive Law to the exclusion of the Regulations of the Private International Law (in particular the Private International Law Act and the Convention on the Law Applicable to Contractual Obligation 1980) and the UN Convention on Contracts for the International Sale of Goods.

18 Miscellaneous

- 18.1** Unless the above Terms and Conditions stipulate otherwise, the running of the time limit begins with the delivery of the document setting the deadline to the Contracting Party, who must meet the deadline. When calculating a deadline which is based on days, the day on which the point in time or event – on which the start of the deadline is to be based – falls is not included. Deadlines calculated by weeks or months refer to this day of the week or month which, by its name or number, corresponds to the day from which the deadline is to be counted. In case this day is missing in the month, the last day of this month is decisive.
- 18.2** Correspondence must be received by the Contracting Party or the Landlord by the last day of the deadline (midnight).
- 18.3** The Landlord is entitled to offset claims of the Contracting Party by his own claims. The Contracting Party is not entitled to offset claims of the Landlord by their own claims. This does not apply if the Landlord is insolvent or the Contracting Party's claim has been determined by a court or accepted by the Landlord.
- 18.4** In the event of loopholes, the relevant legal requirements apply.
- 18.5** The English translation of these General Terms and Conditions is for information purpose only. In case of doubt, the German version applies.