



VIENNA RESIDENCE

Terms and Conditions

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1. GENERAL INFORMATION

These Terms and Conditions apply to all bookings made through our website and other websites that offer bookings of apartments from Vienna Residence. By making a booking, you accept and agree to be bound by these Terms and Conditions. These Terms and Conditions are subject to change at any time without notice.

2. DEFINITIONS OF TERMS

„Landlord“: Vienna Residence or the owner of the apartment itself. Vienna Residence is a legal entity (Vienna Residence GmbH, FN 341634 d, 1070 Vienna, Mariahilferstraße 124/10), which accommodates guests against payment.

„Guest“: is a natural person who makes use of accommodation. As a rule, the guest is also the contracting party. Those persons who arrive with the contracting party (e.g. family members, friends, etc.) shall also be deemed to be guests.

„Tenant“: is a natural or legal person, domestic or foreign, who concludes an accommodation contract as a guest or for a guest.

„Consumer“ and „Entrepreneur“: the terms shall be understood in the sense of the Consumer Protection Act

Vienna Residence GmbH

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as amended.

„Accommodation Contract“: Is the contract concluded between Vienna Residence and the Contractual Partner, the content of which is regulated in more detail below.

3. CONCLUSION OF THE CONTRACT

The accommodation contract is concluded by Vienna Residence's acceptance of the contracting party's order. Electronic declarations shall be deemed to have been received if the party for whom they are intended is able to retrieve them under ordinary circumstances and if they are received during the announced business hours of Vienna Residence.

The contracting parties expressly agree that the Tenant rents the rented property exclusively for use as a secondary residence due to a temporary change of location for professional reasons. The Austrian Tenancy Act (MRG) does not apply to the tenancy, as the term of the contract does not exceed six months and the rental object qualifies as an apartment of equipment category A (§ 1 Abs 2 Z 3 MRG).

If the contract is based on a different legal basis, the customer will receive a separate contract.

The tenant rents the apartment under the terms of a rental agreement. Only the interior of the apartment is rented. The rented property may only be used for residential purposes. Any change of use requires the express written consent of the landlord.

4. PROVISION OF A SUBSTITUTE ACCOMMODATION

Vienna Residence may provide the Guest with an adequate substitute accommodation of the same quality if this is reasonable for the contracting party, especially if the deviation is minor and objectively justified.

An objective justification is given, for example, if it has become unusable or other important operational measures require this step. Any additional expenses for the substitute accommodation shall be borne by Vienna Residence.

5. RIGHTS OF THE CONTRACTING PARTY

By entering into an accommodation agreement, the contracting party acquires the right to the usual use of the premises, the facilities of the accommodation establishment, which are usually and without special conditions accessible to the guests for use, and to the usual service. The Contractual Partner shall exercise its rights in accordance with the House Rules. The Guest is obliged to comply with the house rules issued and adapted by Vienna Residence according to the general needs of the house; the house rules as amended from time to time shall be subsidiary to the accommodation contract. Should costs be incurred in case of disregard, these shall be borne by the Guest.

6. RIGHTS OF VIENNA RESIDENCE

If the contracting party refuses to pay the agreed fee or is in arrears, Vienna Residence shall be entitled to the legal right of retention according to § 970c ABGB (Austrian Civil Code) as well as the legal right of lien according to § 1101 ABGB (Austrian Civil Code) on the objects brought in by the contracting party or the guest. Furthermore, Vienna Residence shall be entitled to this right of retention or lien in order to secure its

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claims arising from the accommodation contract, in particular for other expenses incurred on behalf of the contracting party and for possible claims for compensation of any kind.

7. HANDOVER OF THE RENTAL PROPERTY

Depending on the location, the rental object is handed over by self check-in using a key box, code, personal handover or admission by the concierge.

The rental object is in very good condition. If the tenant recognizes unknown defects or deficiencies in the apartment or its facilities immediately after the time of the arrival, he is obliged to report those to the landlord no later than 48 hours after handover using the defects or deficiencies form provided. If the defect must be remedied, the tenant shall grant the landlord a reasonable period of time to do so. Defects not reported in time shall be deemed to be caused by the tenant, and the costs for their repairing or replacement shall be borne by the tenant.

The accessibility of the accommodation varies depending on the location. Please contact us before booking to discuss individual requirements.

8. RENTAL PERIOD

The tenancy is concluded for a limited period, so that it ends without the need for further notice.

During the agreed rental period, the tenancy can be terminated by the tenant subject to a notice period of 30 nights. Early termination is not possible for contract periods of less than 30 nights.

Both contracting parties have the right to extraordinarily terminate the tenancy. In addition to the reasons in §§ 1117 and 1118 ABGB, important reasons include in particular, but not exclusively, the use of the rental object contrary to the contract.

If the tenant terminates the tenancy, the tenant is obliged to pay the price difference between any reduced rent agreed with him and the regular rent for the actual duration of the stay.

It is recommended that the tenant takes out a cancellation insurance that covers the consequences of any premature termination of the contract requested by the tenant.

The tenant must already indicate at the time of signing the contract whether an extension of the rental period beyond the agreed period might be desired. In this case, an availability check will be carried out and, if necessary, an extension option will be granted. To exercise this option, the tenant undertakes to notify the landlord in writing at least 30 days before the end of the contract, whether he wants to take advantage of it. After this period, an extension can only be made subject to availability of the apartment.

9. RENTAL RATE

The agreed total rent is a flat rate including sales tax. It includes all costs for electricity, gas, hot water, heating, internet, cable or satellite TV as well as operating costs and ongoing public charges as well as Tourist taxes (hereinafter referred to as “rent”). It is expressly stated that costs from any agreements that the tenant himself has concluded with a supply company are to be borne by the latter alone. The tenant shall fully

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indemnify the Landlord in respect of such costs. The rent covers normal consumption of electricity, gas and water. The tenant may be charged separately for unusually high consumption.

Payment of the rent must be made in advance, free of charges and deductions, by bank transfer or by credit card to the account of the landlord, so that it appears on the landlord's account no later than one day before moving in and afterwards one day before the start of the respective month.

In the case of a total rental period of up to 30 nights, the total amount must be submitted in full before moving in.

For late payments caused by the tenant, the tenant has to pay interest of 4% per year (§ 1000 ABGB). In the event of late payment, additional costs may be incurred which will be invoiced separately to the tenant. Since the agreed rental fee also includes ancillary costs (operating costs, hot water, energy, internet, etc.), the functionality of individual supply services, e.g. hot water, internet etc. cannot be guaranteed in case of default in payment.

10. MAINTENANCE

The tenant declares to have taken over the subject of the contract in first-class and usable condition.

The tenant is obliged to treat the rental object and the facilities intended for it with care, as well as to ensure ongoing maintenance, servicing and maintenance of the interior of the rental object.

In addition, the landlord's maintenance obligation is restricted as follows:

The landlord is responsible for maintaining the general parts of the house, the rented objects and the facilities for the common use of the residents of the house in accordance with the local standard and with the legal, economic and technical conditions and possibilities. Within the rental property, however, this maintenance obligation only applies to the work required to repair serious damage to the house or to remove a significant health risk emanating from the rental property.

If the tenant recognizes defects or damage that the landlord is responsible for remedying, he must notify the landlord immediately. Failure to do so can result in the tenant being liable for damages.

The tenant is liable for all damage that the landlord incurs as a result of improper or otherwise non-contractual treatment of the rented property or poor maintenance by the tenant or third parties attributable to him. He must report such damage immediately and bear the costs of any repair or replacement..

The existing supply and disposal lines (electricity, gas, water, sewage, etc.) may only be used to such an extent that no overload occurs.

At the end of the rental period, the rental property including inventory according to the information on the website must be cleared and returned to the Landlord if a physical key is required to use the apartment at all, depending on the location by leaving the key in the rental property or handing it in to the concierge and pulling the door into the lock after leaving. Please refer to the e-mail that you will receive prior to your arrival providing you with information about taking over and handing back the apartment.

The rental object as well as the inventory and the furnishings are to be returned in the condition in which

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they were received from the Landlord excluding changes due to normal wear and tear. The tenant is prohibited from making changes (adaptations) of any kind in the apartment.

11. ENTERING THE RENTAL PROPERTY BY THE LANDLORD

The lessor or a person authorized by him can enter the rental property after agreeing a time with the lessee:

- to inspect and identify defects;
- for the preparation and implementation of structural measures and any maintenance or repair work that the tenant has to put up with;
- for viewing with new tenants;
- for other important reasons.

In the event of imminent danger, the landlord or one of his agents is entitled to enter the apartment at any time without notice.

The tenant is prohibited from exchanging or otherwise manipulating the lock on the door to the rental object. If the tenant installs a new lock, the landlord is entitled to dissolve the contract immediately, without notice period, for an important reason. In addition, the tenant has to bear the costs of dismantling the lock and of the lock itself.

12. LIABILITY OF THE LANDLORD

The landlord shall only be liable for damages in the event of intent or gross negligence. Liability for slight negligence is excluded unless it concerns damages resulting from injury to life, body or health. Furthermore, the liability of the landlord is limited to the typically foreseeable damage, insofar as legally permissible.

The landlord accepts no liability for damage caused by force majeure or other unforeseeable, exceptional circumstances (e.g. power failure, burst water pipes, natural disasters). The landlord is not liable for the tenant's personal belongings that are lost, stolen or damaged in the accommodation, unless the landlord acts with intent or gross negligence. These limitations of liability do not apply insofar as mandatory statutory provisions, in particular the Consumer Protection Act (KSchG), conflict with them.

13. PROHIBITION OF DISCLOSURE

The tenant is prohibited from leasing the subject matter of the contract to third parties in whole or in part, free of charge or against payment.

14. DEPOSIT

There is no deposit required for stays of less than 30 nights.

For stays of 30 nights or more, the tenant agrees to pay a deposit of EUR 1,000.00 to the landlord no later than one day before the rental object is handed over. The tenant may pay the deposit either by transferring it to the landlord's account, or by reserving the deposit amount by credit card. In the latter case, the guest receives a link through which he can authorize the reservation of the deposit amount.

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This deposit is liable for all claims arising from the contractual relationship and for all associated additional claims. If the landlord calls on the deposit, the tenant is obliged to top up the deposit to the original amount within 14 days.

A compensation of claims of the tenant against claims of the landlord and the assertion of a right of retention by the tenant are not permitted. This does not apply in the case of claims that are accepted by the landlord or legally established. After the end of the lease, the deposit will be refunded (minus any use of the deposit) as soon as possible but no later than one month after the rental object has been properly returned. Any bank charges for international transfers are to be paid by the tenant. A return of the deposit in cash is not possible.

15. WITHDRAWAL FROM THE CONTRACT

The landlord has to be informed by the tenant of the withdrawal from the contract in writing.

The consumer has a right of withdrawal in accordance with Section 18 FAGG, unless the booking relates to the provision of services during a specific period (Section 18 (1) no. 10 FAGG).

If the tenant stays less than 30 nights, he can withdraw from the contract free of charge up to 24 hours before the start of the contract. Thereafter, the full amount is due for payment as well as in the case of not taking over the rental property.

For stays of 30 nights or more, the guest can withdraw from the contract free of charge up to 14 days before the start of the contract. After that, one month's rent is due for payment as well as in the case of not taking over the rental property.

16. HOUSE RULES

The tenant is aware of the house rules which form an integral part of this contract. He as well as the outgoing and incoming persons undertake to comply with them. In the event of an infringement, the tenant is obliged to hold the landlord harmless for damage of any kind, regardless of further claims.

Due to its high level of equipment, the apartment is not suitable for keeping pets that move freely in the apartment and/or cause damage to the apartment and/or the furniture. The tenant is therefore prohibited from keeping pets without a special written agreement. The only exceptions to this ban are animals that are usually kept as pets, are odorless, don't shed fur or hair and are kept in closed containers (e.g. ornamental fish in aquariums).

The setting up and storage of vehicles of any kind as well as the parking of vehicles and means of transport in the general areas of the house requires the written consent of the landlord.

Items left behind by the tenant will be stored for a maximum of 30 days. The tenant shall bear the cost of shipping such items. The landlord accepts no liability for the loss of valuables.

17. PRIVACY

Personal data is processed exclusively in accordance with the applicable General Data Protection Regulation

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(GDPR) and our privacy policy. Further information can be found in our privacy policy (<https://www.viennaresidence.com/de/sites/datenschutzerklaerung-44>).

18. OTHER PROVISIONS

Changes and additions to this contract must be made in writing to be valid; this also applies to a change in this formal requirement.

Smoking is strictly prohibited in all apartments. If the tenant still smokes in the apartment, he will be charged the additional cleaning costs of at least € 600.00 (depending on the size of the apartment).

Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good faith, to develop a structure the economic effect of which is nearly as possible the same as the economic effect of this Agreement without regard to such invalidity. The above provisions also apply to any contractual gaps.

Electronic messages are considered legally binding if their authenticity and integrity are guaranteed.

19. DISPUTE RESOLUTION

In the event of complaints or disputes, both parties undertake to first seek an amicable settlement before taking legal action. Mediation by an independent body can be agreed for this purpose.

20. GOVERNING LAW

These Terms and Conditions are governed by and construed in accordance with the laws of the jurisdiction in which the serviced apartment is located (Austria).

For all disputes in connection with this rental agreement, the contracting parties agree to the exclusive jurisdiction of the factually and locally responsible court in Vienna. Austrian law shall apply exclusively, excluding conflict of law rules and excluding the CISG.

Status: Jan 1, 2025

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