



Josef-Fritsch-Weg 1
1020 Wien

General Contract Conditions

1. All prices indicated are calculated on a daily basis including taxes and local taxes, a fee for all fixtures and fittings in the apartment; internet usage; equipment such as Linen and utensils (bedroom, bathroom and dining room linen, cooking utensils and crockery/cutlery, cleaning and change of linen once a week). Use of the pool facilities, the fitness studio and the concierge service, as well as reasonable electricity, heating and water usage are included in the prices, although any excessive use shall be reasonably paid for. The tenant acknowledges that the granting of the apartment takes place as part of a tourist accommodation business, and that therefore the usage is not governed by tenancy law. The use of the leisure facilities are at the tenant's own risk.
The landlord is under no obligation to accept foreign currencies. Any costs that arise shall be settled in Euros.
2. Late payments: In the event of late payments, by the tenant, interest at a rate of 9% per started month, shall be deemed to have been agreed. In the event that the agreement is a consumer transaction for the tenant, then interest at a rate of 5% per annum shall be deemed to be agreed.
The tenant shall not be entitled to set off any claims they may have against claims by the landlord. In the event that the tenant is a consumer within the meaning of the Austrian Consumer Protection Law (KSchG), then except in the case of the landlord's insolvency, the tenant shall not be entitled to set off any own claims against claims of the landlord, unless these are legally connected to the liability of the consumer, or where they have been accepted by the landlord or determined by a court.
3. The agreed fixed price for use is indexed according to the index of consumer prices 2005. The reference month shall be the month the usage agreement commences. Amendments to the indexing shall take place upon completion of 12 contract months, i.e. for the first time when the index number for the 12th month from the commencement of the Agreement is published, and the agreed fixed price for use shall increase proportionally to the named index.
4. Duration of use: The duration of use shall commence on the contractually agreed day and shall terminate on the agreed termination date of the usage agreement, upon which the agreement shall terminate without any separate declaration being required from either of the contracting parties.
5. Extension: In the event that the tenant continues to use the object, this shall not be deemed an extension of the usage agreement. Any extension desired by the tenant needs to be agreed in good time with the landlord.
6. Premature Termination: In the event that the tenant ends up using the object for a shorter period of time than contractually agreed, the tenant shall not be entitled to any compensation or reduction of the amount of remuneration for the use.
7. Rescission: Section 5e of the Austrian Consumer Protection Law entitles consumers who entered into a contract by way of distance selling (exclusively, such as via the internet, telephone conversation, letter) to rescind such a contract within 7 working days from conclusion of the contract, by way of a registered letter, fax, or registered email; for these purposes Saturdays are not counted as working days and it is sufficient to have sent off the notice of rescission within this time period.
Other than where a right to rescission is exercised pursuant to section 5e of the Austrian Consumer Protection Law, any rescission by the unilateral declaration of the contracting party shall only be possible upon payment of the contractually agreed cancellation fees.
8. Change of booking: Generally a change of booking is possible at any time, bearing in mind availability. The tenant will need to agree the new time frame with the landlord no later than 2 weeks before commencing his trip. In the event that no new booking materialises, whether due to a lack of availability or disagreement about the object, the cancellation terms shall apply.
9. Replacement person: Up until the beginning of the usage period the tenant can request that a third party (replacement user) enters into the rights and obligations of the usage agreement in their stead. The landlord shall be entitled to refuse this third party, if there are particular user requirements, statutory provisions or stipulations by the authorities which make this impossible. In the event that a third party steps into the agreement, then the tenant and the third party shall be jointly and severally liable for the usage cost and any additional costs incurred by the substitution of the third party.
10. Passport, Visa and Health regulations: There are differing entry requirements for stateless tenants or depending on the nationality of the tenant on the one hand, and Austria on the other, regarding entry, passport, visa and health requirements, and it is the responsibility of the tenant to ensure that they obtain the requisite information from the relevant consulate. The landlord shall not be liable for the timely granting and delivery of any necessary visas by the relevant diplomatic representation.
11. The agreed fixed price for use shall be agreed on the basis of the occupation of the apartment provided by no more than 2 people.
Any further persons using the apartment shall be governed by the contractually agreed additional payments. These shall cover the increased variable costs, as well as the increased wear and tear of the apartment occasioned by a greater number of occupants.
12. Occupation by more than the stipulated maximum number of persons shall not be permissible without the written consent of the landlord. In the event that the object is occupied by more people than stipulated when booking, even if only for a short while, additional charges may be payable (as per the price list). The landlord shall be informed without delay of any additional persons, and shall be entitled to refuse to accept any such additional persons for good reasons.
13. Common pets are permitted by the landlord, provided that no danger or unreasonable noise or smell can be expected from them, although in such cases an additional charge (for additional cleaning) of €50 including VAT shall be deemed to be agreed. In the event that an unusual amount of dirt has accumulated, the landlord reserves the right to charge reasonable additional amounts for final cleaning.
14. Any agreements and subsidiary agreements which are not set out in the offer, shall require the written consent of the landlord.
15. On the day of arrival a registration form needs to be filled in, in the event of a stay of 2 months or longer, it is necessary to register with the relevant municipal authority (Magistrat).
16. Room Return: Upon conclusion of the usage agreement the apartment shall be returned in an unaltered and tidy state. In the event that any damage to the apartment or the absence of any fixtures, fittings is discovered upon the return of the apartment, the cost of rectifying such damage or replacing such items is to be determined within a maximum period of 30 days from its return by authorised experts acting on behalf of the landlord. It is agreed that the replacement value (purchase price paid by the landlord including VAT) of any missing fixtures or fittings, shall constitute the amount of compensation.



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The amount of the damages as ascertained above, shall be final with respect to the parties to the agreement and both parties agree mutually and expressly to waive any further objection or legal challenge. Once the expense of rectifying the damage has been determined, the landlord shall invoice the tenant for this amount, which the tenant shall pay immediately.

17. Any items left behind by the tenant shall only be sent on to the tenant upon request, and at the expense and risk of the tenant. The landlord shall keep any such items for three months, following which they will be handed over to the local lost and found office, if there is any discernible value. If there is no discernible value, the landlord reserves the right to destroy any such items following the retention period.
18. Loss of key and access card/s: Compensation of €220.00 (including VAT) is to be paid by the tenant for replacing the cylinder if the key is lost. A charge of €15.00 (including VAT) per card is to be paid by the tenant to replace any access card that is lost.
19. The tenant shall treat the apartment and all its fixtures and fittings in a careful manner, maintain it in an orderly and clean state and fix any damage caused at their own expense, or, as the case may be, have it fixed by the landlord at the tenant's expense. In the event of the tenant having any such damage fixed himself, other than in the case of minimal damage, only properly authorised professionals may be commissioned to carry out any such repairs. The landlord must be notified without delay of any damage caused or occurring, as well as any technical defects.
20. Any transfer of the apartment to third parties, whether for a consideration or free of charge, whether in part or in whole, is prohibited.
21. The tenant is only permitted to use the apartment for the purposes of living there, and this only for the agreed purpose of using it as a temporary second domicile, due to a re-location occasioned by the tenant's business activities, or for the purposes of occupational and recreational activities. The tenant is not permitted to set up a domicile, or, as the case may be, an "ordinary residence" in the apartment.
22. The tenant has no right to a reduction in the agreed fixed price as a result of temporary disruptions to the power or water supplies or due to temporary damage to the apartment's technical systems and facilities or to those of the residential complex constituting the subject matter of this agreement unless this damage or disruption has been caused by the landlord in a culpable manner. The same applies to disruptions and/or impairments to use resulting from natural events and external nuisance, such as for instance noise and dust.
23. Access to the apartment by local staff.
 - The tenant acknowledges that the landlord carries out a cleanliness and quality inspection of the apartment once a month. The landlord shall be entitled to carry out these inspections up to once a week, if necessary. Moreover, the tenant grants the landlord right of access in the event of various technical defects making this necessary, and for maintenance or, as the case may be, cleaning purposes.
 - After giving reasonable prior notice to the tenant, the landlord shall be entitled to show the apartment to a party who is interested in renting the apartment after the current tenant.
24. Maintenance of the apartment
 - The tenant shall not be entitled to remove any of the fixtures or fittings from the apartment (particularly bed linen or bathroom linen), or to carry out any changes to the apartment, particularly not any changes of a structural or technical nature.
 - In the event that the tenant notices an infestation of the apartment by pests, the tenant shall be under an obligation to take all necessary and appropriate pest control measures, or, as the case may be, to commission any such measures and to inform the landlord thereof immediately.
 - The apartments in the boarding house are non-smoking apartments, however it is permitted to smoke on the terrace of the apartment.
 - Moreover, it is not permitted to have barbecues or open fires- this includes the terrace and the garden.
 - The tenant shall be responsible for the separation and disposal of refuse.
25. Early termination of the Agreement

The landlord shall be entitled to terminate this Agreement with immediate effect and without notice,

 - if the tenant intentionally causes damage to the apartment, attacks other tenants or staff of the landlord, either verbally or physically, or where the tenant makes "significantly detrimental use" of the apartment in any other way.
 - if the tenant fails to meet any payment obligation under this Agreement, particularly the obligation to pay the agreed advance payments in the case of online bookings, and does not comply with this obligation despite a written notice and having been granted a time period of no less than 8 days to comply;
 - if the tenant persistently fails to comply with any other obligations under this Agreement and does not comply with this obligation despite a written notice and having been granted a time period of no less than 8 days to comply;
 - in cases of force majeure (höherer Gewalt) or where other circumstances for which the landlord cannot be held responsible make performance of the contract impossible;
 - where apartments are booked giving false or misleading information in respect of significant facts, such as the identity of the tenant or the purpose of the rental;
 - where the landlord has good cause to assume that receipt of the contractual services could endanger the smooth business operations, the safety or the landlord's public image.

The tenant acknowledges that any breaches or circumstances as set out above endanger the orderly running of the house, and therefore are classed as important grounds, which would also entitle the landlord, at its discretion, to terminate this Agreement by giving 10 days' notice (instead of opting for early termination).
26. Any costs incurred as a result of bank transfers shall be borne by the tenant.
27. The provision of internet (wireless LAN) is a discretionary additional service provided by the landlord. The availability of Internet (wireless LAN) is not, therefore, an obligatory offering so that the tenant shall not be able to obtain any reduction in price in the event of non-availability. Any consequences of improper or excessive use of the network infrastructure (viruses, exceeded download volume, etc.) shall be borne by the tenant.
28. In the same way the tenant shall not be able to claim for the non-availability of other technical facilities (such as the passenger lift, air conditioning, television, radio, etc.) or, as the case may be, electricity, gas or water in the short term, unless these were explicitly agreed at the time of the booking (e.g. a lift for a disabled person).
29. The landlord shall not be liable for theft (including in the case of burglary) or the loss of valuables which occurred during or following a stay.
30. The landlord shall not be liable for any defective or decommissioned technical equipment, insofar as the landlord was not aware of these and was not made aware of them. After being made aware of any such, the landlord shall ensure a replacement as quickly as possible.
31. The landlord shall not be liable for any discomfort or harassment that is outside the scope of its responsibility or caused by third parties.



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32. The landlord shall be able to raise prices following the usage agreement, where this is occasioned by factually justifiable grounds that could not have been predicted (charges being raised, taxes, rates, or similar) and such increases shall be possible to the extent as they are justified by the demonstrable facts. Any changes to the fees shall be communicated to the tenant immediately. In the event of any price increases of more than 5% of the total usage charges the tenant shall be entitled to rescind the contract free of charge within 10 days.
33. The rental fee does not include travel cancellation insurance. It is recommended to take out such insurance.
34. This Agreement shall be governed exclusively by Austrian formal and substantive law. The competent court for any disputes arising from the Agreement - including any disputes relating to cheques or bills of exchange - shall be the district court ("Bezirksgericht") Döbling, the exclusive jurisdiction of which, pursuant to section 104 of the Austrian law on jurisdiction (Jurisdiktionsnorm), the parties agree.
35. Credit ("credited days"): A special credit for overnight stays can be used within one year of being issued when a new booking is made.

In the event that the tenant breaches any obligations under this contract, whether set out above or otherwise, the tenant shall be obligated to reimburse the landlord for any damage and expenses incurred as a result. The tenant acknowledges that in particular repeated breaches of point 24, maintenance of the apartment, shall entitle the landlord to terminate the usage agreement prematurely (see "Early termination of the Agreement")