

## General Terms and Conditions Vacation Rentals

### 1. General

The General Terms and Conditions are part of the contract between you (hereinafter also referred to as «contract partner») and us, the building owner and landlord, the STUWO Gemeinnützige Studentenwohnbau AG, Strozzigasse 6-8, A-1080 Vienna (hereinafter also referred to as «STUWO»).

### 2. Contract conclusion

**2.1.** You can find all necessary information regarding the rental property, our services, prices, etc. in our holiday brochure or the equivalent online version.

**2.2.** The booking (travel registration) you submit to STUWO represents a legally binding offer of contract regarding the rental property. The booking is received electronically (via e-mail or directly online), in written form, orally or by phone call. In case of an electronic booking, STUWO confirms the receipt of the booking electronically. The booking refers to all travelers mentioned. As our contract partner, it is your responsibility to ensure that you and your fellow travelers abide by the contract rules.

**2.3.** The contract becomes valid once we send out the written rental agreement (booking confirmation). The rental agreement does not have to be provided in any particular form.

**2.4.** If our rental agreement differs from your booking, it can be regarded as a new offer, valid for ten days. The contract becomes valid on the basis of this new offer, if you explicitly agree within the stipulated time period or if you make a down payment.

### 3. Payment/ tourist tax/ deposit

After you receive the booking confirmation, a **down payment** of the following amount is due:

- a) for a stay between three and seven days: EUR 30.00 or
- b) for a stay of more than seven days: EUR 60.00.

The **balance payment** is due at least **10 days before arrival**. At your arrival, the **tourist tax** is billed in cash.

When you **collect the keys**, you must pay a **security deposit** in the amount of **EUR 100.00 for each apartment** in cash! The security deposit will be returned during a due and proper check-out.

### 4. Services/ prices

**4.1.** The services agreed in this contract are based on the service descriptions and price calculations and the booking confirmation.

**4.2.** Except when otherwise stipulated, the following applies to our services and prices:

- a) The property description states that various apartments are available in Villach. The apartments are equivalent, although small differences between them are possible. The images represent only one of the available apartments.
- b) The indicated prices are understood per week or day for the rental property during the respective price period.
- c) The minimum rental period is 3 days. Daily arrivals and departures are possible. Generally, it is possible to deviate from the minimum rental period and/or the check-in and check-out times, but prior arrangement is required.
- d) Utility costs of regular energy and water consumption, satellite TV, internet and one parking spot are included in the indicated prices, provided that they are part of the service description! Tourist taxes, final cleaning, laundry packages, use of washing machine and any other additional services requested by the contract partner, such as additional cleaning services or additional bedding, are not included.

**4.3.** The infrastructure (such as transport, shops, restaurants, sports facilities, etc.) mentioned in the brochure or online is not part of our service obligation. The businesses are responsible for their operating hours, etc. The same holds true for public and private utility companies (i.e., water and electricity supply). Statements on weather conditions are not to be understood as guaranteed. This shall not affect, if applicable, our duties to inform, to notify and to take care.

### 5. Changes in services and prices

**5.1.** The information provided in the brochure or online (service description, price calculation) is regarded as binding. We explicitly reserve the right to make changes before conclusion of the contract. Any changes will be reflected in your booking confirmation.

**5.2.** Changes or modifications of particular contract services, which are deemed necessary after conclusion of the contract and which are not caused by us against an act in good faith, are only permitted when they are not substantial and do not significantly affect the contract's overall service package.

**5.3.** Possible warranty claims shall remain unaffected by any changes, provided that the modified services are not deficient.

**5.4.** In case of a price change or a considerable change of an essential service, you have the right to withdraw from the contract free of charge within 10 days after being notified. If you withdraw, we will promptly refund any payments made.

## **6. Check-in/ check-out times/ shortening or extending the stay**

**6.1.** Unless otherwise stated in the rental forms or explicitly agreed, **check-in** is to take place between **3pm and 5pm** and **check-out** between **8am and 10am**.

If you arrive after 5pm, we recommend informing the person holding the key, as they are generally not obligated to be available after 6pm on arrival day. You can find the contact information of the person holding the key or the person in charge of the apartment in your booking forms.

**6.2.** If you want to extend your stay, it needs to be arranged in a timely manner with the booking office or directly with the person in charge of the apartment.

**6.3.** If you do not make use of contractual services for personal reasons, you cannot claim a reduction of the rental costs.

## **7. Cancellation/ no show/ rebooking/ substitute renter**

**7.1.** You have the right to withdraw (cancel) your booking without cost up to 3 months prior to arrival. Any withdrawal needs to be explained. If you withdraw prior to arrival or you do not turn up at the beginning of your rental period (no show), instead of the rental fee, we are entitled to an adequate compensation for the services provided until your cancellation/no show. This does not apply if we are to be held responsible for the cancellation or in case of force majeure. STUWO's **compensation payment** is generally calculated in the following manner: 40% of the rental fee in case of cancellation 3-1 months prior to arrival, 70% of the rental fee in case of cancellation 30-8 days prior to arrival and 90% of the rental fee in case of cancellation/no show 7-0 days prior to arrival of the contract partner.

By way of derogation from the fixed rates, the contract partner is of liberty to prove that the cancellation has incurred no or only minor damage to STUWO. STUWO reserves the right to claim a higher, accurately calculated payment instead of the fixed compensation rate. In this case, STUWO is obligated to adequately estimate and verify the claimed compensation payment, taking into account any expenses saved and any possible other uses of the rental property.

**7.2.** You have the right to **change your booking** up to 10 days prior to arrival. Rebooking is equivalent to a cancellation in connection with a new booking. You will be charged the fixed amount of **EUR 30.00** (rebooking fee).

**7.3.** Until arrival, you can request a third party to take over your rights and obligations from the rental agreement (substitute renter). STUWO reserves the right to object to the substitution, in case it results in particular rental needs, legal requirements or regulatory actions. In case a third party enters the contract, the contract partner and the third party are responsible as joint debtors for the rental fee and the additional costs caused by the contract modification. If you present a suitable substitute renter or we are able to rent the apartment to someone else, there is no need to pay the cancellation compensation fee for the substitute rental period.

## **8. Force majeure**

**8.1.** In case you withdraw from the contract prior to arrival due to circumstances which are beyond your reasonable control, you have the right to cancel without any costs; if we have to withdraw from the contract due to circumstances which are beyond our reasonable control, we will promptly refund any payments made.

**8.2.** In case of a *contract withdrawal after arrival* due to circumstances which are beyond reasonable control, we have the right to keep an adequate *payment for the already used rental period*.

## **9. Duties and obligations of the contract partner**

**9.1.** You and your fellow travelers are obligated to treat the rental property, its inventory and the common areas with care. In addition to the fire protection code, you have to adhere to the house rules – we especially highlight the need to be considerate to your neighbors.

**9.2.** Unless otherwise agreed, you have to leave a security deposit in the amount of EUR 100.00 when you collect the keys for the rental property, which must be paid to the person handing over the keys/person in charge of the property. We will return the security deposit upon due and proper check-out.

**9.3.** Only the persons listed on the booking form can occupy the rented apartment. Additional persons can either be rejected or charged extra by the person handing over the key.

**9.4.** It is your responsibility to clean the kitchen furniture, silverware, cooking utensils, etc. If you do not or insufficiently clean the kitchen, dishes, silverware, kitchen appliances, etc., we have the right to charge you the necessary cleaning in addition to the final cleaning fee. If applicable, the costs are deducted from your security deposit.

**9.5.** If the contract partner or a fellow traveler causes damage to the rental property, the person in charge of the apartment must be notified immediately. The contract partner is responsible for all damages culpably caused by himself/herself, his/her fellow travelers and his/her guests during the rental period. You are required to pay the generated costs. If applicable, they are deducted from your security deposit.

## **10. Responsibility to report damages/ time limit for claims**

**10.1.** If the rental property is not provided according to contract, you can demand remedy. You are obligated to report any damages to the rental property immediately. If the damage reported to us by you is not or insufficiently rectified, you have to notify us immediately. If you do not report the damage, it does not affect your warranty claims, but it can be considered contributory negligence and possibly reduce your claims for compensation.

**10.2.** If you want to cancel the contract due to considerable defects or due to a significant, unacceptable reason discernible to us, you have to grant us a reasonable timeline for remedying the defect. This does not apply, if it is not possible to remedy the defect, if we refuse to do so or if an immediate contract cancellation for personal reasons discernible to us is justified.

**10.3.** Warranty claims can be made within two years; in your interest, it is recommended to directly present us with your claims immediately after your rental period, as an increasing delay probably causes difficulties of proof.

## **11. Liability/ statute of limitation**

**11.1.** The contractual liability of STUWO for claims other than for personal injury, including damages due to injury of sexual self-determination, is limited to the triple rental price, provided that a) the damage was not caused by the contract partner intentionally or as a result of gross negligence or b) STUWO is solely responsible for the damage suffered by the contract partner as a result of gross negligence by one of their employees.

**11.2.** STUWO's tort liability for property damage not caused intentionally or as a result of gross negligence is limited to the triple rental price. This maximum liability amount is valid for each rented property.

**11.3.** It is agreed that it is possible to present claims based on this contract within the limitation period of one year. The limitation period starts on the contractually agreed end date of your rental period. In case you assert a claim, the expiration of the limitation period is suspended until the day we either reject your claim or the continuation of negotiations in writing.

## **12. Others – salvatory clause**

This contract is governed by Austrian law. If any one of the above terms or the application thereof is invalid, the other terms and conditions are not affected and remain in effect.