

**GENERAL TERMS AND CONDITIONS FOR THE LET-  
TING OF HOLIDAY APARTMENTS IN  
HAUS ABINA**

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**All apartments listed by the company Wildberg Immobilien GmbH are offered solely as holiday apartments for the purpose of recreation or leisure, i.e. as second homes and not as main residences. This is expressly accepted by the tenant. The tenant gives a declaration that he has an other regular place of residence or first home. The letting takes place within the framework of the temporary accommodation operation of the company Wildberg Immobilien GmbH.**

### **Item 1 Scope**

The company Wildberg GesmbH is the owner of the Abina Apartment Building, Mühledörfle 93 in 6708 Brand, Austria. The company lets ten holiday apartments in this building. The following terms and conditions apply for these rental agreements; provided no deviating terms have been agreed in the specific rental and holiday accommodation agreement.

### **Item 2 Definition of Terms**

#### 2.1 Definition of terms:

In the following stipulations, various terms are used which are defined as follows:

#### "Holiday landlord":

Is a person or legal entity providing accommodation to guests in return for payment.

#### "Guest":

Is a person availing of the accommodation. As a rule, the guest is also the contractual partner. The term guest also applies to those persons travelling along with the contractual partner (e.g. family members, friends, etc).

#### "Contractual partner":

Is a local or foreign person or legal entity concluding a holiday accommodation agreement as a guest or on behalf of a guest.

#### "Consumer" and "Trader":

The terms are to be understood within the meaning of the Konsumentenschutzgesetz (Consumer Protection Act) 1979 in the currently valid version.

#### "Holiday accommodation agreement":

The contract concluded between the holiday landlord and the contractual partner, the content of which is regulated in detail in the following.

### **Item 3 Conclusion of Contract – Down Payment**

3.1 The holiday accommodation agreement comes into effect with the acceptance of contractual partner's order by the holiday landlord. Electronic notification shall be considered to have been received when the party for whom it is intended can call it up under normal circumstances and receipt occurs during the advertised business hours of the holiday landlord.

3.2 Within 10 days of confirmation of the reservation, the contractual partner (guest) must make a down payment amounting to 25 % of the total sum due. The remaining sum (75 %) of the total is to be transferred to the advertised account of the holiday landlord and credited four weeks prior to the beginning of the holiday let. Should the confirmation of reservation reach the guest four weeks or less prior to the commencement of the holiday accommodation agreement, the entire sum is to be transferred to the account within three days of receipt of the reservation. In the event of the total sum not being lodged to the account of the holiday landlord in good time, the guest shall have no entitlement to accommodation.

The costs of the financial transaction (e.g. bank charges) shall be borne by the contractual partner. In the case of payment by credit or debit card, the conditions of the card company shall apply.

3.3 The holiday landlord shall not be obliged to keep the accommodation available in the event of payment not being made in good time. In the event of payment being delayed but being lodged prior to commencement of the holiday accommodation agreement, the holiday landlord must declare immediately whether or not he is still prepared to honour the contract or wishes to withdraw from the contract and demand the relevant fee. In the event of a dissolution of the contract under these circumstances, the contractual partner shall be liable vis-à-vis the holiday landlord for all disadvantages, in particular for any losses which arise for the holiday landlord, in particular the fact that the booked property could not be alternatively let, or could not be let for the entire period.

3.4 The down payment is a partial advance payment on the agreed total sum.

#### **Item 4 Beginning and End of the Accommodation Period**

- 4.1 Provided the holiday landlord does not offer an alternative accommodation period, the contractual partner shall have the right to commence occupancy of the rented property between 15.00 h and 17.00 h on the agreed date ("day of arrival").
- 4.2 Where a room is moved into prior to 6.00 h, the previous night shall be regarded as the first overnight stay.
- 4.3 The rooms rented are to be vacated by the contractual partner by 9.00 h on the day of departure. The holiday landlord shall be entitled to demand payment for a further day in the event of the rented rooms not being vacated by the specified time.

#### **Item 5 Withdrawal from Holiday Accommodation Agreement – Cancellation Fee**

##### **Withdrawal by the holiday landlord**

- 5.1 In the event of the guest failing to appear by 22:00 h on the agreed day of arrival, no obligation to provide accommodation applies, unless a later arrival time has been agreed.
- 5.2 The holiday accommodation agreement can be dissolved for justifiable reasons by the holiday landlord by unilateral declaration up to one month prior to the agreed arrival date of the contractual partner.

##### **Withdrawal by the contractual partner – Cancellation fee**

- 5.3 Up to three months prior to the agreed date of arrival of the guest, the holiday accommodation agreement may be cancelled by unilateral declaration of the contractual partner without a cancellation fee becoming due.

5.4 Outside of the period specified in Item 5.5. withdrawal by unilateral declaration of the contractual partner is possible only with the payment of the following cancellation fees:

- up to 8 weeks prior to the day of arrival, 50 % of the total agreed sum;
- up to 4 weeks prior to the day of arrival, 75 % of the total agreed sum
- up to 1 week prior to the day of arrival 90% of the agreed sum
- within the last week prior to the day of arrival, 100 % of the total agreed sum.

We recommend that you take out travel cancellation insurance!

5.5 In the case of accommodation contracts extending over more than three weeks, the agreement can be terminated, free of cancellation fees, only up to six months prior to the agreed day of arrival, 3 months prior to the date, termination is possible only with payment of a cancellation fee of 25 % of the total agreed sum.

### **Prevented arrival**

5.7 The obligation to pay for the stay booked shall be reinstated from the point at which arrival become possible again.

## **Item 6 Provision of Alternative Accommodation**

- 6.1 The holiday landlord may make alternative accommodation (of the same quality) available to the contractual partner or the guests, particularly when the deviation is only minor and objectively justified.
- 6.2 Objective justification applies, for example, when the room/rooms has/have become unsuitable for use, when guests already occupying the accommodation extend their stay, when the accommodation has been double booked or where other important operational measures make this step necessary.

## **Item 7 Rights of the Contractual Partner**

7.1 Through the conclusion of a holiday accommodation agreement, the contractual partner acquires the right to the usual and careful use of the rented rooms and the facilities of the accommodation operation which are usually made accessible to the guests for their use, without special conditions. The contractual partner shall exercise this right in accordance with the holiday accommodation agreement, these General Terms and Conditions and the Rules of the House.

## **Item 8 Duties of the Contractual Partner**

8.1 The contractual partner is obliged to pay the agreed price by four weeks prior to arrival at the latest (see also 3.2). Any additional charges which may be due as a result of the availing of additional services by him and/or the guests accompanying him are to be paid in good time prior to departure.

8.2 The holiday landlord is not obliged to accept foreign currency. Should the holiday landlord accept foreign currency, this shall be accepted in payment where possible at the rate of exchange applying on the day. Should the holiday landlord accept foreign currency or non-cash payments, the contractual partner shall bear all contingent costs such as the costs of inquiries with credit card companies, telegrams, etc. The cost for cash transactions (e.g. transfer fees) shall be borne by the contractual partner. For payment by credit and debit cards, the conditions of the credit card company shall apply.

8.3 The contractual partner shall be liable vis-à-vis the holiday landlord for any damage caused by him or the guest or any other person availing of the services of the holiday landlord with the knowledge or consent of the contractual partner. At the time of expiry of the contractual relationship, the holiday landlord shall have a final viewing carried out of the rooms which were the subject of the contract.

### **Item 9 Rights of the Holiday Landlord**

- 9.1 In the event of the contractual partner refusing to make the required payment or in the event of his being in arrears, the holiday landlord shall have a legal right of retention to the items brought into the accommodation by the contractual partners or the guest in accordance with Item 970c ABGB, as well as the legal lien in accordance with Item 1101 ABGB. This right of retention or lien shall also be granted to the holiday landlord to secure his claim arising from the holiday accommodation agreement, in particular for board, other expenses incurred on behalf of the contractual partner and for possible claims of any kind.
- 9.2 Where service is demanded in the room of the contractual partner or at unusual times of day (after 20:00 h and prior to 6:00 h), the holiday landlord shall be entitled to demand special payment. The holiday landlord shall also be entitled to refuse these services for operational reasons.
- 9.3 The holiday landlord shall be entitled, in the case of contracts extending over a period in excess of two weeks, to present a weekly interim bill and to demand immediate payment of the sums shown. In the event of a delay, the above stipulations shall apply (9.1). In addition, the holiday landlord shall be entitled to withdraw from the (further) contract with immediate effect and to demand immediate vacating of the premises.

### **Item 10 Duties of the Holiday Landlord**

- 10.1 The holiday landlord shall be obliged to provide the agreed services to the extent corresponding to his standards.
- 10.2 The guest undertakes to adequately insure the items which he brings with him, in particular vehicles and sports equipment, against theft and damage.

## **Item 11 Liability of the Holiday Landlord for Damage to Items Brought into the Property**

- 11.1 The liability of the holiday landlord for items brought onto the property applies only when the items have been handed over for express safekeeping to the holiday landlord or his agents. The liability of the holiday landlord shall be limited to the maximum sum specified in accordance with Item 970 Section 1 ABGB of the Federal Law of 16 November, 1921 regarding the liability of innkeepers and other traders in the currently valid version. In the event of the contractual partner or the guest failing to comply immediately with the request of the holiday landlord to deposit his property at a special location, the holiday landlord is exempted from liability of any kind. The level of the possible liability of the holiday landlord is limited to the maximum of the liability insurance sum of the respective holiday landlord. Blame on the part of the contractual partner or the guest is to be taken into consideration.
- 11.2 The liability of the holiday landlord is excluded for minor negligence. Where the contractual partner is a trader, liability shall also be excluded for gross negligence. In a case of this kind, the contractual partner shall bear the onus of proof. Under no circumstances shall liability be accepted for consequential damage or indirect damage or for lost earnings.
- 11.3 The holiday landlord shall be liable for valuables, cash and securities only when these have been handed over to him for safekeeping in his safe. Furthermore, this liability shall be limited to, at present, € 550.
- 11.4 The holiday landlord may refuse to accept valuables, cash and securities for safekeeping in the case of items which are considerably more valuable than those which guests of the accommodation operation usually hand in for safekeeping. In cases of this kind, liability for such items is completely excluded.
- 11.5 In any event, the liability for items accepted for safekeeping shall be excluded when the contractual partner and/or guest fails to inform the holiday landlord immediately of the loss. In addition, these claims must be asserted in court within three months of their becoming known, or the possibility of their becoming known, to the contractual partner or guest, otherwise the right to claim shall lapse.



### **Item 12 Limitation of Liability**

- 12.1 Where the contractual partner is the consumer, the liability of the holiday landlord for minor negligence, with the exception of personal injury, shall be excluded. In all other cases, , the holiday landlord accepts no liability for damage claims.
- 12.2 The contractual partner undertakes, when using the electrical equipment made available, (hob, coffee machine, washing machine, etc.) to carefully read the instructions for use and also to extend this obligation to his guests. The holiday landlord shall not be liable for damage which arises through the use of these appliances.
- 12.3 Sports appliances or equipment are to be stored exclusively in the common rooms made available for this purpose. The contractual partner (guest) must lock these rooms again as soon as the equipment has been deposited there and shall be liable for any failure to do so. The holiday landlord shall not be liable in cases of theft.
- 12.4 The holiday landlord accepts no liability in the event of theft or damage occurring to vehicles or sports equipment brought to the premises. The guest shall bear sole liability for the risk of theft or damage. In this respect, attention is drawn once again to the obligation of the guest to insure items of this kind, see 10.2.

### **Item 13 Smoking Ban and Ban on Pets**

- 13.1 The entire building is strictly a no-smoking area. This applies to all rooms. Similarly, it is not permitted to bring pets onto the property.
- 13.2 In the event of a contravention of this regulation despite a warning, the holiday landlord shall be entitled to terminate the contract with immediate effect without the guest being entitled to alternative accommodation for the remaining accommodation period.

### **Item 14 Extension of the Stay**

- 14.1 The contractual partner shall have no right to an extension of his stay. Should the contractual partner indicate his willingness to extend his stay in good time, the holiday landlord may agree to an extension of the rental agreement. No obligation exists on the part of the holiday landlord to do so.
- 14.2 In the event of the contractual partner being unable to vacate the premises on the foreseen day of departure due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, flooding, etc) or where all possibilities of departure are blocked or unfit for use, the holiday accommodation agreement shall be extended for the duration of the delay in departure. A reduction of the fee for this period is possible only – if at all - when the contractual partner is prevented for availing of the services offered by the accommodation operation in full due to the unusual weather conditions. The holiday landlord shall be entitled to charge, at least, the sum which corresponds to the season price usually charged.

### **Item 15 Termination of the Holiday Rental Agreement – Premature Termination**

- 15.1 Where the holiday accommodation agreement has been concluded for a specific period, it shall terminate with the expiry of this period.
- 15.2 In the event of the contractual partner leaving early, the holiday landlord shall be entitled to demand the complete sum agreed.
- 15.3 The death of a guest results in the termination of the contract with the holiday landlord.
- 15.4 Where the holiday accommodation agreement has been concluded for a non-specified period, the contractual parties to the contract may serve notice to 10:00 h on the tenth day prior to the intended termination of the contract.
- 15.4 The holiday landlord shall be entitled to terminate the holiday accommodation agreement with immediate effect for due reason, in particular when the contractual partner or the guest

- a) uses the premises in a disadvantageous manner or disrupts the peaceable co-existence with the other guests, the owner, his employees or third parties living in the accommodation operation through inconsiderate, offensive or otherwise grossly objectionable behaviour or commits a criminal offence against property, morality or physical safety;
- b) contracts a contagious disease or an illness which extends beyond the accommodation period or otherwise becomes in need of nursing care;
- c) fails to settle the presented invoice when it falls due or within a reasonable grace period (three days). This also applies to justified interim invoices as specified in Item 9.3.
- d) fails to comply with the Rules of the House.

15.6 Should performance of the contract become impossible as a result of events which can be regarded as force majeure (e.g. floods or natural disasters, strike, lock-out, official directive, etc), the holiday landlord may terminate the holiday accommodation agreement without observing a period of notice, where the contract is not already legally regarded as terminated or the holiday landlord released from his obligation to provide accommodation. Claims to compensation, etc. on the part of the contractual partner are excluded.

### **Item 16 Illness or Death of the Guest**

16.1 Where the guest is no longer in a position to make decisions or the guests' next of kin cannot be contacted, the holiday landlord may look after the provision of medical attention at the guest's expense. The extent of these measures ends, however, at the point at which the guest becomes able to make decisions for himself or the next-of-kin has been informed of the illness.

16.2 The holiday landlord shall be entitled to reimbursement for the following expenses vis-à-vis the contractual partner and the guest or, in the event of death, vis-à-vis his/her legal successor:

- a) any medical expenses, the expenses for patient transport, medication and medical aids
- b) any disinfection of the premises which may become necessary,
- c) linen, bed linen and beds which have become unusable, or, as applies, for the disinfection or thorough cleaning of all these items,
- d) renovation of walls, furnishings, carpets, etc. where these have become soiled or damaged in the context of the illness or death,
- e) room rents, where the premises has been used by the guest, as well as possible days of unusability of the premises due to disinfection, vacating or similar of the premises,
- f) possible other losses incurred by the holiday landlord.

### **Item 17 Place of Execution, Jurisdiction and Law**

17.1 Place of execution is the place in which the accommodation operation is located.

17.2 This contract is subject to the Austrian formal and material law excluding the Rules of International Private Law (in particular IPRG and EVÜ) as well as UN sales law.

17.3 Exclusive court of jurisdiction in a contract between two traders shall be the official location of the holiday landlord, however the holiday landlord shall be entitled to assert his rights at any other court which is locally and factually responsible.

17.4 Where the holiday accommodation agreement is concluded with a contractual partner who is a consumer and whose place of residence or usual address is in Austria, claims vis-à-vis the consumer may only be asserted at the residence, usual address or the place of employment of the consumer.

17.5 Where the holiday accommodation agreement has been concluded with a contractual partner who is a consumer and whose place of residence is in a Member State of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, only the court which is locally and factually responsible for the place of residence of the consumer shall be responsible.

### **Item 18 Miscellaneous**

- 18.1 Unless the above stipulations foresee otherwise, a period of notice shall begin with the delivery to the contractual partner who must observe the period of notice of the correspondence in which it is stipulated. In the calculation of a period of notice which is stipulated in days, the day shall not be included on which the time or the event specified as the commencement of the period of notice occurs. Periods of notice which are stipulated in weeks or months, relate to those days of the week or month which, through their naming or number, correspond to the day from which the period of notice is to be calculated. In the case of a month in which this day does not occur, the last day of the month shall be decisive.
- 18.2 Letters of notification must have been received by the other party to the contract by the last day of the period of notice (midnight).
- 18.3 The holiday landlord is entitled to set off claims of the contractual partner against claims of his own. The contractual partner is not entitled to set off claims of the holiday landlord against claims of his own unless the holiday landlord is insolvent or the claim of the contractual partner has been judicially determined or recognized by the holiday landlord.
- 18.4 In the event of loopholes, the corresponding legal stipulations shall apply.
- 18.5 The enclosed Rules of the House which are also displayed on the information board in the building constitute an integral part of this contract. The guest undertakes to observe the Rules of the House in the currently valid version.