

General Terms and Conditions

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1. Definitions

- **"Proprietor"**: Is a natural or legal person who accommodates guests against payment.

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- **"Guest"**: Is a natural person who makes use of accommodation. As a rule, the guest is also the contracting party. Guests are also persons who arrive with the contracting party (e.g. family members, friends, etc.).
- **"Party"**: means a natural or legal person in Austria or abroad who concludes an accommodation contract as a guest or on behalf of a guest.
- **"Consumer"** and **"Entrepreneur"**: The terms are to be understood in the sense of the Consumer Protection Act 1979 as amended.
- **"Accommodation contract"**: Is the contract concluded between the accommodation provider and the contracting party, the content of which is regulated in more detail below.

2. Conclusion of contract - payment

- The Accommodation Agreement shall be concluded upon acceptance of the Party's order by the Proprietor. Electronic declarations shall be deemed to have been received if the party for whom they are intended is able to retrieve them under normal circumstances and they are received during the published business hours of the Proprietor.
- The Proprietor shall be entitled to conclude the Accommodation Agreement on the condition that the Party makes a down payment or the entire payment. If the Party agrees to the down payment (in writing or verbally), the Accommodation Agreement shall be concluded upon receipt by the Proprietor of the Party's declaration of consent to the payment of the down payment. The deposit shall be paid within 7 working days of receipt of the invoice. If the deposit is not paid in due time, the Proprietor may withdraw from the Accommodation Agreement.
- The remaining amount of any down payment made shall be transferred to the account of Sonnenwohnen GmbH by the time of arrival or check-in. The costs for the money transaction (e.g. transfer charges) shall be borne by the contractual partner. For credit and debit cards, the respective conditions of the card companies shall apply.
- The deposit is a partial payment on the agreed fee.
- Currently, payment by Paypal and by invoice are possible when booking on the website.

3. Use and maintenance of the flat

- The flat is used exclusively for secondary residences and does not serve the Tenant as a principal residence within the meaning of § 66 JN. The tenant confirms that the flat is not used to satisfy his urgent need for accommodation, but as a secondary residence due to a temporary change of location caused by gainful employment or for purposes of recreation or leisure.
- Only the interior of the flat is rented out, but not the exterior surfaces, corridors, facades or other general parts of the property or building. A cellar compartment is not rented out.
- The guest is allowed to keep (domestic) animals. The pet must be made known to the landlord. The guest shall be liable for any damage caused by animals brought along in accordance with the legal provisions applicable to animal owners (§ 1320 ABGB).
- The guest undertakes to treat the rented premises including inventory with care or to protect them from any damage. The tenant shall compensate for any damage to the holiday flat and the residential property or shortages of inventory occurring during the rental period, unless he/she proves that he/she and the persons accompanying him/her are not at fault for the occurrence of the damage or shortage. The tenant shall notify the landlord without delay of any incompleteness of the inventory or existing or existing defects in the rented property, otherwise the landlord shall be entitled to claims for compensation based thereon.

4. Start and end of accommodation

- The Party shall be entitled to move into the rented rooms from 2.00 p.m. on the agreed day ("day of arrival"), unless the Proprietor offers a different time of occupation.
- The rented rooms shall be vacated by the Party by 11.00 a.m. on the day of departure. The Proprietor shall be entitled to charge for an additional day if the rented rooms are not vacated in due time.
- A separate agreement with the accommodation provider, e.g. a "late check-out or early check-in", is possible subject to availability.

5. Withdrawal and cancellation

- Up to 7 working days before the agreed date of arrival of the contracting party or guest at the latest, the accommodation contract can be cancelled free of charge by the contracting party/guest by means of a unilateral declaration. In case of cancellation within the last 7 working days before arrival, a cancellation fee of 50% of the total amount is to be paid or a possible deposit is forfeited.
- Even if the guest does not make use of the reserved holiday flat, he/she is obliged to pay the accommodation provider the agreed fee.
- It is incumbent on the accommodation provider to endeavour to let the unused rooms to someone else in accordance with the circumstances (§ 1107 ABGB).

6. Place of performance, place of jurisdiction and choice of law

- The place of performance shall be the place where the accommodation facility is located.
- This contract shall be governed by Austrian formal and substantive law to the exclusion of the rules of private international law (esp. IPRG and EVÜ) and the UN Convention on Contracts for the International Sale of Goods.
- The exclusive place of jurisdiction for bilateral business transactions shall be the registered office of the Proprietor, whereby the Proprietor shall also be entitled to assert its rights at any other local and competent court.

- If the accommodation contract was concluded with a contracting party that is a consumer and has its domicile or habitual residence in Austria, actions against the consumer may only be brought at the domicile, the habitual residence or the place of employment of the consumer.
- If the accommodation contract was concluded with a contracting party who is a consumer and has his or her place of residence in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the court with local and subject-matter jurisdiction for the place of residence of the consumer shall have exclusive jurisdiction for actions against the consumer.