

GENERAL TERMS AND CONDITIONS

Urban Jungle Apartments 15.01.2024

§ 1 Definitions of terms

“accommodator”:

Is a natural or legal person who accommodates guests for a fee

"Guest":

Is a natural person who uses accommodation. The guest is usually also a contractual partner. Those people who arrive with the contractual partner (e.g. family members, friends, etc.) are also considered guests.

“Contractual partner”:

Is a natural or legal person at home 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 one concluded between the accommodation provider and the contractual partner

Contract, the content of which will be regulated in more detail below.

§ 2 Conclusion of contract – deposit

2.1 The accommodation contract is concluded when the accommodation provider accepts the contractual partner's order. Electronic declarations are deemed to have been received if the party for whom they are intended can access them under normal circumstances and access occurs during the accommodation provider's announced business hours.

2.2 The accommodation provider is entitled to conclude the accommodation contract on the condition that the contractual partner makes a deposit. In this case, the accommodation provider is obliged to inform the contractual partner of the required deposit before accepting the contractual partner's written or oral order. If the contractual partner agrees to the deposit (in writing or verbally), the accommodation contract is concluded upon receipt of the declaration of consent to the payment of the contractual partner's deposit by the accommodation provider.

2.3 The contractual partner is obliged to pay the deposit no later than 7 days (received) after booking. The contractual partner bears the costs for the monetary transaction (e.g. transfer fees). The respective terms and conditions of the card companies apply to credit and debit cards.

2.4 The deposit is a partial payment of the agreed fee.

2.5 The amount of the deposit can vary depending on the rate booked.

§ 3 Start and end of accommodation

3.1 Unless the accommodation provider offers another occupation time, the contractual partner has the right to move into the rented rooms from 3 p.m. on the agreed day ("arrival day").

3.2 If a room is occupied for the first time before 6 a.m., the previous night counts as the first overnight stay.

3.3 The rented rooms must be vacated by the contractual partner by 10 a.m. on the day of departure. The accommodation provider is entitled to charge for an additional day if the rented rooms are not vacated on time.

§ 4 Deposit

A deposit of €500.00 must be paid (credit card) before checking in to the booked apartment. Otherwise check-in is not possible.

§ 5 Withdrawal from the accommodation contract – cancellation fee

Cancellation by the accommodation provider

5.1 If the accommodation contract provides for a deposit and the contractual partner has not made the deposit on time, the accommodation provider can withdraw from the accommodation contract without a grace period.

5.2 If the guest does not show up by 6 p.m. on the agreed arrival day, there is no obligation to provide accommodation unless a later arrival time has been agreed.

5.3 If the contractual partner has paid a deposit (see 2.3), the rooms remain reserved until 10 a.m. at the latest on the day following the agreed arrival day. If you pay in advance for more than four days, the accommodation obligation ends from 6 p.m. on the fourth day, with the day of arrival being counted as the first day, unless the guest announces a later day of arrival.

5.4 The accommodation contract can be terminated by the accommodation provider by unilateral declaration for objectively justified reasons no later than 1 month before the agreed date of arrival of the contractual partner.

Cancellation by the contractual partner – cancellation fee

Cancellation by the contractual partner and the amount of the cancellation fee depend on the booked rate.

5.5 Flexible rate for 1 to 14 nights - The accommodation contract can be canceled without paying a cancellation fee by a unilateral written declaration by the contractual partner up to 3 days before the guest's agreed arrival date at the latest, unless otherwise agreed. After that, withdrawal by unilateral declaration by the contractual partner is only possible subject to a cancellation fee of 30% of the overnight booking amount.

5.6 Flexible rate for 15 to 28 nights – The accommodation contract can be canceled without paying a cancellation fee by a unilateral written declaration by the contractual partner up to 7 days before the agreed arrival date of the guest, unless otherwise agreed. After that, withdrawal by unilateral declaration by the contractual partner is only possible subject to a cancellation fee of 30% of the overnight booking amount.

5.7 Standard Rate – The accommodation contract can be canceled without paying a cancellation fee by the contractual partner by a unilateral written declaration up to 7 days before the agreed arrival date of the guest, unless otherwise agreed. After that, withdrawal is only possible through a unilateral declaration by the contractual partner subject to a cancellation fee amounting to the entire booking amount.

5.8 Savings rate – If the contractual partner withdraws, the entire booking amount is due as a cancellation fee.

5.9 Non-cancellable rate – If the contractual partner withdraws, the entire booking amount is due as a cancellation fee.

5.10 Long Stay Rate - Can be canceled free of charge up to 14 days before arrival; if canceled later, the deposit paid will be charged.

§ 6 Provision of alternative accommodation

6.1 The accommodation provider can provide the contractual partner or guests with adequate replacement accommodation (of the same quality) if this is reasonable for the contractual partner, especially if the deviation is minor and objectively justified.

6.2 An objective justification is given, for example, if the room(s) has become unusable, guests who have already been accommodated extend their stay, there is overbooking or other important operational measures require this step.

6.3 Any additional expenses for the replacement accommodation are at the expense of the accommodation provider.

§ 7 Rights of the contractual partner

7.1 By concluding an accommodation contract, the contractual partner acquires the right to the usual use of the rented rooms, the facilities of the accommodation establishment, which are accessible to guests for use in the usual way and without any special conditions, and to the usual service. The contractual partner must exercise his rights in accordance with any hotel and/or guest guidelines (house rules).

§ 8 Obligations of the contractual partner

8.1 The contractual partner is obliged to pay the agreed fee plus any additional amounts that arose due to separate use of services by him and/or the guests accompanying him, plus statutory sales tax, at the time of departure at the latest.

8.2 The accommodation provider is not obliged to accept foreign currencies. If the accommodation provider accepts foreign currencies, these will be accepted in payment at the current exchange rate if possible. If the accommodation provider accepts foreign currencies or cashless means of payment, the contractual partner will bear all associated costs, such as inquiries with credit card companies, telegrams, etc.

8.3 The contractual partner is liable to the accommodation provider for any damage caused by him or the guest or other persons who accept services from the accommodation provider with the knowledge or will of the contractual partner.

§ 9 Rights of the accommodation provider

9.1 If the contractual partner refuses to pay the stipulated fee or is in arrears, the accommodation provider is entitled to the statutory right of retention in accordance with Section 970c ABGB and the statutory lien in accordance with Section 1101 ABGB on the items brought in by the contractual partner or the guest. The accommodation provider is also entitled to this right of retention or lien to secure his claim from the accommodation contract, in particular for meals, other expenses made for the contractual partner and for any claims for compensation of any kind.

9.2 If the service is required in the contractual partner's room or at unusual times of the day (after 8 p.m. and before 6 a.m.), the accommodation provider is entitled to charge a special fee for this. However, this special fee must be indicated on the room price board. The accommodation provider can also refuse these services for operational reasons.

9.3 The accommodation provider has the right to billing or interim billing for his services at any time.

§ 10 Obligations of the accommodation provider

10.1 The accommodation provider is obliged to provide the agreed services to an extent that corresponds to his standard.

10.2 Examples of special services provided by the accommodation provider that are subject to a label and are not included in the accommodation fee are:

- a) Special accommodation services that can be invoiced separately, such as the provision of salons, saunas, indoor swimming pools, swimming pools, solariums, garages, etc.;
- b) a reduced price will be charged for the provision of additional beds or children's beds.

§ 11 Liability of the accommodation provider for damage to items brought in

11.1 The accommodation provider is liable in accordance with §§ 970 ff ABGB for the items brought in by the contractual partner. The accommodation provider is only liable if the items have been handed over to the accommodation provider or the people authorized by the accommodation provider or have been brought to a place instructed or designated by them. If the accommodation provider is unable to provide proof, the accommodation provider is liable for his own negligence or the negligence of his people as well as those leaving and arriving. According to Section 970 Paragraph 1 ABGB, the accommodation provider is liable up to a maximum of the amount specified in the Federal Law of November 16, 1921 on the Liability of Innkeepers and Other Entrepreneurs in the currently valid version. If the contractual partner or the guest does not immediately comply with the accommodation provider's request to leave their belongings in a special storage location, the accommodation provider is released from all liability. The amount of any liability of the accommodation provider is limited to a maximum of the liability insurance amount of the respective accommodation provider. Any fault on the part of the contractual partner or guest must be taken into account.

11.2 The accommodation provider's liability is excluded for minor negligence. If the contractual partner is an entrepreneur, liability is also excluded for gross negligence. In this case, the contractual partner bears the burden of proof for the existence of fault. Consequential or indirect damages as well as lost profits will not be compensated under any circumstances.

11.3 The accommodation provider is only liable for valuables, money and securities up to the current amount of €550. The accommodation provider is only liable for damage beyond this if he took over these items for safekeeping knowing their nature or in the case that the damage was caused by himself or one of his employees. The limitation of liability in accordance with 12.1 and 12.2 applies accordingly.

11.4 The accommodation provider can refuse to keep valuables, money and securities if they are significantly more valuable than what guests of the accommodation establishment in question usually keep.

11.5 In any case of storage undertaken, liability is excluded if the contractual partner and/or guest does not immediately notify the accommodation provider of the damage that has occurred after becoming aware of it. Furthermore, these claims must be asserted in court within three years of knowledge or possible knowledge by the contractual partner or guest; otherwise the right is extinguished.

§ 12 Limitations of liability

12.1 If the contractual partner is a consumer, the accommodation provider's liability for minor negligence, with the exception of personal injury, is excluded.

12.2 If the contractual partner is an entrepreneur, the accommodation provider's liability for slight and gross negligence is excluded. In this case, the contractual partner bears the burden of proof for the existence of fault. Consequential damages, immaterial damages or indirect damages as well as lost profits will not be compensated. The damage to be compensated is in any case limited to the amount of the trust interest.

§ 13 Animal husbandry

13.1 Animals may only be brought into the accommodation establishment with the prior consent of the accommodation provider and, if necessary, for a special fee. Depending on the length of stay, a pet fee will be charged.

13.2 The contractual partner who takes an animal with him is obliged to properly keep or supervise this animal during his stay or to have it kept or supervised by suitable third parties at his own expense.

13.3 The contractual partner or guest who takes an animal with them must have appropriate animal liability insurance or private liability insurance, which also covers possible damage caused by animals. Proof of the relevant insurance must be provided upon request by the accommodation provider.

13.4 The contractual partner or its insurer is jointly liable to the accommodation provider for any damage caused by animals brought along. The damage also includes, in particular, those compensation services that the accommodation provider has to provide to third parties.

13.5 Animals are not allowed in the breakfast room.

§ 14 Extension of accommodation

14.1 The contractual partner has no right to have his stay extended. If the contractual partner announces his wish to extend the stay in good time, the accommodation provider can agree to the extension of the accommodation contract. The accommodation provider is under no obligation to do so.

14.2 If the contractual partner cannot leave the accommodation facility on the day of departure because all departure options are blocked or cannot be used due to unforeseeable, exceptional circumstances (e.g. extreme snowfall, floods, etc.), the accommodation contract will be automatically extended for the duration of the impossibility of departure. A reduction in the fee for this time is only possible if the contractual partner is unable to fully use the services offered by the accommodation facility due to the exceptional weather conditions. The accommodation provider is entitled to charge at least the fee that corresponds to the price normally charged in the off-season.

§ 15 Termination of the accommodation contract – early termination

15.1 If the accommodation contract was concluded for a specific period of time, it ends when the time expires.

15.2 If the contractual partner travels early, the cancellation fee depends on the booked rate.

15.2.1 Flexible rate for 1 to 14 nights - In case of early departure, the total amount of the stay will be charged.

15.2.2 Flexible rate for 15 to 28 nights - In the event of early departure, the following 7 nights will be charged from the cancellation date.

15.2.3 Standard Rate – In the event of early departure, the total amount of the stay will be charged.

15.2.4 Savings rate – If you leave early, the entire booking amount is due as a cancellation fee.

15.2.5 Non-cancellable rate – In the event of early departure, the entire booking amount is due as a cancellation fee.

15.2.6 Long Stay Rate - In the event of early departure, the following 14 nights will be charged from the cancellation date.

15.3 If a guest dies, the contract with the accommodation provider ends.

15.4 If the accommodation contract was concluded for an indefinite period, the contracting parties can terminate the contract until 10:00 a.m. on the third day before the intended end of the contract.

15.5 The accommodation provider is entitled to terminate the accommodation contract with immediate effect for good cause, in particular if the contractual partner or the guest

- a) makes a significantly detrimental use of the premises or, through his inconsiderate, offensive or otherwise grossly improper behavior towards the other guests, the owner, his people or the third parties living in the accommodation facility, spoils the coexistence or commits an act that is punishable by punishment towards these people guilty against property, morals or physical safety;
- b) is affected by an infectious disease or an illness that extends beyond the period of accommodation or otherwise requires care;
- c) the submitted invoices are not paid when due within a reasonable deadline (3 days).

15.6 If the fulfillment of the contract becomes impossible due to an event that can be viewed as force majeure (e.g. natural events, strikes, lockouts, official orders, etc.), the accommodation provider can terminate the accommodation contract at any time without observing a notice period, provided that the contract is not already considered dissolved under the law, or the accommodation provider is exempt from his obligation to provide accommodation. Any claims for damages etc. of the contractual partner are excluded.

§ 16 Illness or death of the guest

16.1 If a guest falls ill during their stay in the accommodation facility, the accommodation provider will provide medical care at the guest's request. If danger is imminent, the accommodation provider will arrange for medical care even without the guest's special request, especially if this is necessary and the guest is not able to do so themselves.

16.2 As long as the guest is unable to make decisions or the guest's relatives cannot be contacted, the accommodation provider will provide medical treatment at the guest's expense. However, the scope of these care measures ends at the point at which the guest can make decisions or the relatives have been notified of the illness.

16.3 The accommodation provider has claims for compensation from the contractual partner and the guest or, in the event of death, from their legal successors, in particular for the following costs:

- a) outstanding medical costs, costs for medical transport, medication and medical aids
- b) room disinfection that has become necessary,
- c) laundry, bed linen and bed furnishings that have become unusable, otherwise for the disinfection or thorough cleaning of all these items,
- d) Restoration of walls, furnishings, carpets, etc., if they were contaminated or damaged in connection with the illness or death,
- e) Room rent, if the room was used by the guest, plus any days that the rooms are

unusable due to disinfection, evacuation or similar,
f) any other damages incurred by the accommodation provider.

§ 17 Hotel vouchers

17.1 Hotel vouchers are vouchers issued directly by the accommodation provider - Urban Jungle GmbH - themselves.

17.2 These vouchers are valid for 3 years from the date of issue and can be redeemed during this period, unless otherwise stated.

17.3 Each voucher can only be redeemed once. Unjustified reproduction of vouchers can have criminal consequences.

17.4 The purchased vouchers cannot be redeemed in cash. If the use of services/deliveries is less than the value of the voucher, the accommodation provider will decide whether to continue the remaining amount on the existing voucher or to issue a new voucher.

17.5 The invoice with tax proof can only be issued at the time the service is actually provided, i.e. as soon as the voucher is redeemed. The vouchers can only be redeemed for services/deliveries that have not yet been paid for or have not been paid for in full.

17.6 The vouchers are value vouchers and therefore transferable. If the vouchers are not used, no replacement will be made. The loss of a voucher results in the invalidity of the service represented by the voucher. In the event of theft or loss, there is no right to compensation. The provider is not liable for misuse of the voucher.

17.7 Right of withdrawal

The customer has the right to revoke this contract within 14 days without giving reasons. The cancellation period is 14 days from the day on which the customer or a third party designated by the customer who is not the carrier received the voucher. In order to exercise the right of withdrawal, the customer must contact the provider

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inform you of your decision to revoke this contract by means of a clear statement (e.g. a letter sent by post or email). The customer will immediately receive confirmation of receipt of the revocation from the provider.

§ 18 Place of performance, place of jurisdiction and choice of law

18.1 The place of performance is the place where the accommodation facility is located.

18.2 This contract is subject to Austrian formal and substantive law, excluding the rules of international private law (in particular IPRG and EVÜ) as well as the UN Convention on Contracts for the International Sale of Goods.

18.3 The exclusive place of jurisdiction in bilateral business transactions is the registered office of the accommodation provider, whereby the accommodation provider is also entitled to assert its rights at any other local and subject matter court.

18.4 If the accommodation contract was concluded with a contractual partner who is a consumer and has his place of residence or habitual residence in Austria, legal action against the consumer can only be brought at the consumer's place of residence, habitual residence or place of employment.

18.5 If the accommodation contract was concluded with a contractual partner who is a consumer and has his place of residence in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, this is the location and subject matter of the consumer's place of residence for legal action against the consumer the competent court has exclusive jurisdiction.

§ 19 Information on online dispute resolution in accordance with Art. 14 Para. 1 ODR-VO

The EU Commission offers the possibility of online dispute resolution on a platform it operates (so-called "OS platform"). The OS platform can serve as a contact point for the out-of-court settlement of disputes arising from online purchase contracts or service contracts. This platform is via the external link <https://ec.europa.eu/odr>.

§ 20 Miscellaneous

20.1 Unless the above provisions provide for something special, the running of a deadline begins with delivery of the document setting the deadline to the contractual partners, who must comply with the deadline. When calculating a period that is determined in days, the day on which the time or event falls is not taken into account, according to which the start of the period should be based. Deadlines determined by weeks or months refer to the day of the week or month whose name or number corresponds to the day from which the deadline is to be counted. If this day is missing in the month, the last day of that month is decisive.

20.2 Declarations must be received by the other contractual partner on the last day of the deadline (midnight).

20.3 The accommodation provider is entitled to offset the contractual partner's claims with his own claims. The contractual partner is not entitled to offset its own claims against the accommodation provider's claims, unless the accommodation provider is insolvent or the contractual partner's claim has been determined by a court or recognized by the accommodation provider.

20.4 In the event of gaps in the regulations, the relevant legal provisions apply.

20.5 According to §4 Para. 1 Z 11 in conjunction with §18 Para. 1 Z 10 FAGG, there is no statutory right of withdrawal for accommodation contracts.

20.5 The data you provide as part of an inquiry or booking will not be passed on to third parties. By providing your email address, you will receive emails from us that are tailored to your trip and our hotel in addition to the booking confirmation. You can object to this sending at any time by sending an email to hello@urban-jungle.at. After receiving your objection, we will immediately stop sending you.