

GENERAL TERMS AND CONDITIONS

Urban Jungle Apartments

§ 1 Definitions

“Accommodation Provider”:

A natural or legal person who provides accommodation to guests in return for payment.

“Guest”:

A natural person who makes use of accommodation services. The guest is generally also the contractual partner. Persons traveling with the contractual partner (e.g., family members, friends, etc.) are also considered guests.

“Contractual Partner”:

A natural or legal person, domestic or foreign, who concludes an accommodation contract as a guest or on behalf of a guest.

“Consumer” and “Entrepreneur”:

These terms shall be understood within the meaning of the Austrian Consumer Protection Act 1979, as amended.

“Accommodation Contract”:

The contract concluded between the accommodation provider and the contractual partner, the content of which is further specified below.

§ 2 Conclusion of Contract – Deposit

2.1 The accommodation contract is concluded upon acceptance of the contractual partner’s order by the accommodation provider. Electronic declarations shall be deemed received when they can be retrieved by the party for whom they are intended under normal circumstances and receipt occurs during the accommodation provider’s stated business hours.

2.2 The accommodation provider is entitled to conclude the accommodation contract subject to the condition that the contractual partner pays 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 orally), the accommodation contract is concluded upon receipt by the accommodation provider of the contractual partner’s declaration of consent to pay the deposit.

2.3 The contractual partner is obliged to pay the deposit no later than 7 days (receipt by the accommodation provider) after booking. The costs of the monetary transaction (e.g., bank transfer fees) shall be borne by the contractual partner. For credit and debit cards, the respective terms and conditions of the card companies shall apply.

2.4 The deposit constitutes a partial payment of the agreed remuneration.

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

§ 3 Beginning and End of Accommodation

3.1 Unless the accommodation provider offers a different check-in time, the contractual partner is entitled to occupy the rented premises from 3:00 p.m. on the agreed day (“arrival day”).

3.2 If an apartment is used for the first time before 12:00 noon, the preceding night shall be counted as the first overnight stay.

3.3 The rented premises must be vacated by the contractual partner by 10:00 a.m. on the day of departure. The accommodation provider is entitled to charge for an additional day if the rented premises are not vacated on time.

§ 4 Security Deposit

Prior to check-in to the booked apartment, the guest must provide a security deposit of at least €500.00 (depending on the booked rate). Otherwise, check-in will not be possible.

The deposit may be used to cover additional services booked during the stay as well as any damages incurred. It will be released no later than 7 days after check-out.

§ 5 Cancellation 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 paid the deposit on time, the accommodation provider may withdraw from the accommodation contract without granting a grace period.

5.2 If the guest does not arrive by 6:00 p.m. on the agreed arrival date, there shall be 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 premises shall remain reserved until no later than 10:00 a.m. on the day following the agreed arrival date. In the case of prepayment for more than four days, the obligation to provide accommodation ends at 6:00

p.m. on the fourth day, with the arrival day being counted as the first day, unless the guest notifies the accommodation provider of a later arrival date.

5.4 Up to one month prior to the agreed arrival date of the contractual partner, the accommodation contract may be terminated by the accommodation provider for objectively justified reasons by means of a unilateral declaration, unless otherwise agreed.

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 – Unless otherwise agreed, the accommodation contract may be terminated by the contractual partner without payment of a cancellation fee by means of a unilateral written declaration up to no later than 3 days prior to the agreed arrival date of the guest. Thereafter, withdrawal by unilateral declaration of the contractual partner is only possible upon payment of a cancellation fee amounting to 30% of the total booking amount.

5.6 Flexible Rate for 15 to 28 nights – Unless otherwise agreed, the accommodation contract may be terminated by the contractual partner without payment of a cancellation fee by means of a unilateral written declaration up to no later than 7 days prior to the agreed arrival date of the guest. Thereafter, withdrawal by unilateral declaration of the contractual partner is only possible upon payment of a cancellation fee amounting to 30% of the total booking amount.

5.7 Standard Rate – Unless otherwise agreed, the accommodation contract may be terminated by the contractual partner without payment of a cancellation fee by means of a unilateral written declaration up to no later than 7 days prior to the agreed arrival date of the guest. Thereafter, withdrawal by unilateral declaration of the contractual partner is only possible upon payment of a cancellation fee amounting to the full booking amount.

5.8 Saver Rate – Unless otherwise agreed, the accommodation contract may be terminated at any time prior to the agreed arrival date of the guest by unilateral written declaration of the contractual partner upon payment of a cancellation fee amounting to the full booking amount.

5.9 Non-Refundable Rate – Unless otherwise agreed, the accommodation contract may be terminated at any time prior to the agreed arrival date of the guest by unilateral written declaration of the contractual partner upon payment of a cancellation fee amounting to the full booking amount.

5.10 Long Stay Rate – Unless otherwise agreed, the accommodation contract may be terminated by the contractual partner without payment of a cancellation fee by means of a unilateral written declaration up to no later than 14 days prior to the agreed arrival date of the guest. Thereafter, withdrawal by unilateral declaration of the contractual partner is only possible upon payment of a cancellation fee amounting to the deposit paid.

5.11 Company Rate – Unless otherwise agreed, the accommodation contract may be terminated by the contractual partner without payment of a cancellation fee by means of a unilateral written declaration up to no later than 7 days prior to the agreed arrival date of the guest. Thereafter, withdrawal by unilateral declaration of the contractual partner is only possible upon payment of a cancellation fee amounting to the full booking amount.

§ 6 Provision of Alternative Accommodation

6.1 The accommodation provider may provide the contractual partner or the guests with adequate alternative accommodation (of equivalent quality), provided this is reasonable for the contractual partner, particularly if the deviation is minor and objectively justified.

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

6.3 Any additional expenses arising from the alternative accommodation shall be borne by the accommodation provider.

§ 7 Rights of the Contractual Partner

By concluding an accommodation contract, the contractual partner acquires the right to the customary use of the rented premises and of the facilities of the accommodation establishment that are usually accessible to guests without special conditions, as well as to customary services.

The guest shall exercise their rights in accordance with the guest guidelines of Urban Jungle Apartments (safety instructions, digital guest directory – *Jungle Book*).

§ 8 Obligations of the Contractual Partner

8.1 The contractual partner is obliged to pay the agreed remuneration no later than at the time of departure, plus any additional amounts arising from separate services used by the contractual partner and/or the guests accompanying them, including statutory VAT and the Vienna City Tax (*Wiener Ortstaxe*).

The Vienna City Tax is a levy determined by the City of Vienna. The tax rate valid at the time of the stay shall apply and must be paid by the contractual partner in addition to the agreed overnight rate.

8.2 The accommodation provider is not obliged to accept foreign currencies. If the accommodation provider accepts foreign currencies, they will be accepted at the daily exchange rate where practicable. If the accommodation provider accepts foreign currencies

or cashless payment methods, the guest or contractual partner shall bear all associated costs.

8.3 Damages to the Accommodation

The contractual partner shall be liable to the accommodation provider for any damage caused by the contractual partner, the guest, or other persons who, with the knowledge or consent of the contractual partner, make use of the accommodation provider's services.

8.3.1 After each departure, the apartments are cleaned with the utmost care by the accommodation provider and thoroughly inspected for any damages. Any identified defects or damages are remedied immediately to ensure that each guest is handed over an apartment in impeccable and proper condition.

8.3.2 The guest is obliged to report in writing any damages or defects that may already exist upon arrival despite this level of care, immediately after entering the apartment, but no later than within a reasonable period after check-in, and to provide appropriate photographic documentation as evidence.

8.3.3 If no such notification is made, the accommodation provider reserves the right to charge the respective guest in full for any damages or impairments identified during the final inspection after the guest's departure that cannot be clearly attributed to a previous stay, or to offset such amounts against the deposited security deposit.

8.3.4 The nature of the repair of any damages and the selection of the executing party (internal or external) shall be at the sole discretion of the accommodation provider. The accommodation provider undertakes, where possible, to choose the most cost-effective option, in particular internal repair, provided this is feasible and appropriate. The accommodation provider is not obliged to obtain or present external comparative offers.

8.3.5 If an apartment cannot be rented temporarily due to damages that cannot be remedied immediately (blocking period), the contractual partner shall compensate the accommodation provider for the resulting loss of revenue. For the duration of the blocking period, the applicable daily rate of the affected apartment shall be retained from the security deposit or – if the deposit is insufficient – invoiced subsequently.

In addition, the guest shall bear all further costs caused by the damage, in particular:

- a) internal administrative and organizational expenses;

- b) where applicable, the costs of alternative accommodation for subsequent guests (e.g., an external hotel) who had booked the affected apartment, if the accommodation provider is unable to provide an internal alternative due to the current booking situation.

8.4 Additional Guests

The number of guests agreed upon at the time of booking who are permitted to use the apartment for the duration of the stay may not be exceeded without the consent of the accommodation provider.

8.4.1 In the event of such consent, the accommodation provider reserves the right to charge additional fees.

8.4.2 The subletting or even temporary transfer of the apartment to third parties is strictly prohibited.

8.4.3 Any violation of this policy shall result in the immediate termination of the accommodation contract and the immediate repossession of the apartment by the accommodation provider. For the duration of the unauthorized use, a surcharge for over-occupancy will be charged.

§ 9 Rights of the Accommodation Provider

9.1 If the contractual partner refuses to pay the agreed remuneration or is in arrears, the accommodation provider shall be entitled to the statutory right of retention pursuant to § 970c of the Austrian Civil Code (ABGB) as well as the statutory lien pursuant to § 1101 ABGB on the items brought onto the premises by the contractual partner or the guest. This right of retention or lien shall also serve to secure the accommodation provider's claims arising from the accommodation contract, in particular for catering, other expenses incurred on behalf of the contractual partner, and any claims for damages of any kind.

9.2 If a service in the apartment is requested by the guest or contractual partner outside the accommodation provider's business hours (after 3:00 p.m. and before 8:00 a.m.), the accommodation provider is entitled to charge a special fee for such service. The accommodation provider may also refuse such services for operational reasons.

9.3 The accommodation provider is entitled to issue invoices or interim invoices for its services at any time.

§10 Obligations of the Accommodation Provider

10.1 The accommodation provider is obliged to provide the agreed services to the extent corresponding to its standard.

10.2 Special services subject to mandatory disclosure, which are not included in the accommodation fee, include, by way of example:

- a) Special accommodation services that may be charged separately, such as the provision of beverages and food, bicycle storage, electric nursing bed, shower wheelchair, patient lift, anti-decubitus mattress, Nintendo Switch, special cleaning, etc.
- b) The provision of baby cots shall be charged at a daily rate.

§11 Liability of the Accommodation Provider for Items Brought onto the Premises

11.1 The accommodation provider shall be liable for items brought onto the premises by the contractual partner in accordance with §§ 970 et seq. of the Austrian Civil Code (ABGB). The accommodation provider's liability shall only apply if the items have been handed over to the accommodation provider or to persons authorized by the accommodation provider, or have been brought to a place designated or instructed for this purpose. Unless the accommodation provider proves otherwise, the accommodation provider shall be liable for its own fault and for the fault of its employees as well as persons entering and leaving the premises. Pursuant to § 970 (1) ABGB, liability is limited to the maximum amount stipulated in the Federal Act of 16 November 1921 on the Liability of Innkeepers and Other Entrepreneurs, as amended. If the contractual partner or the guest fails to comply without undue delay with the accommodation provider's request to deposit items in a special storage location, the accommodation provider shall be released from any liability. Any liability of the accommodation provider shall in any case be limited to the sum insured under the respective liability insurance policy of the accommodation provider. Any contributory fault of the contractual partner or the guest shall be taken into account.

11.2 Liability of the accommodation provider for slight negligence is excluded. 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 regarding the existence of fault. Consequential or indirect damages, as well as loss of profit, shall not be compensated under any circumstances.

11.3 The accommodation provider shall be liable for valuables, money, and securities only up to the amount of currently €550. The accommodation provider shall only be liable for any damage exceeding this amount if the items were taken into custody with knowledge of their nature or if the damage was caused by the accommodation provider or one of its employees. The limitations of liability pursuant to 11.1 and 11.2 shall apply mutatis mutandis.

11.4 The accommodation provider may refuse to accept valuables, money, or securities for safekeeping if they are significantly more valuable than items typically deposited by guests of the respective accommodation establishment.

11.5 In all cases of accepted safekeeping, liability shall be excluded if the contractual partner and/or guest fails to notify the accommodation provider of the damage without undue delay

upon becoming aware of it. Furthermore, such claims must be asserted in court within three years from the time the contractual partner or guest became aware or could have become aware of the damage; otherwise, the right shall be extinguished.

§12 Limitations of Liability

12.1 If the contractual partner is a consumer, the liability of the accommodation provider for slight negligence shall be excluded, except in cases of personal injury.

12.2 If the contractual partner is an entrepreneur, the liability of the accommodation provider for slight and gross negligence shall be excluded. In this case, the contractual partner bears the burden of proof regarding the existence of fault. Consequential damages, non-material damages, indirect damages, and loss of profit shall not be compensated. In any event, recoverable damages shall be limited to the amount of the reliance interest.

§13 Keeping of Animals

13.1 Animals may only be brought into the accommodation establishment with the prior consent of the accommodation provider and, where applicable, against payment of a special fee. A flat-rate pet fee will be charged depending on the duration of the stay.

13.2 The contractual partner who brings an animal is obliged to properly keep and supervise the animal during the stay or, at their own expense, to have it properly kept and supervised by suitable third parties.

13.3 The contractual partner or guest bringing an animal must have appropriate animal liability insurance or private liability insurance covering possible damage caused by animals. Proof of such insurance must be provided upon request of the accommodation provider.

13.4 The contractual partner and their insurer shall be jointly and severally liable to the accommodation provider for any damage caused by animals brought onto the premises. The damage shall include, in particular, any compensation the accommodation provider is required to pay to third parties.

§14 Extension of Accommodation

14.1 The contractual partner or guest has no entitlement to an extension of their stay. If the contractual partner or guest announces their wish to extend the stay in due time, the accommodation provider may agree to an extension of the accommodation contract. The accommodation provider is under no obligation to do so.

14.2 If the contractual partner is unable to leave the accommodation establishment on the day of departure due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, flooding, etc.) that render all departure options blocked or unusable, the accommodation contract shall be automatically extended for the duration of the impossibility of departure. A reduction of the remuneration for this period shall only be possible if the contractual partner is unable to fully use the services offered by the accommodation establishment due to the extraordinary weather conditions. The accommodation provider is entitled to claim at least the amount corresponding to the price normally charged during the low season.

§15 Termination of the Accommodation Contract – Early Termination

15.1 If the accommodation contract has been concluded for a fixed term, it shall end upon expiry of that term.

15.2 If the contractual partner departs early, the cancellation fee shall be determined in accordance with the booked rate.

15.2.1 Flexible Rate for 1 to 14 nights – In the event 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 7 nights following the date of cancellation will be charged.

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

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

15.2.5 Non-Refundable Rate – In the event of early departure, the total amount of the stay will be charged.

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

15.2.7 Company Rate – In the event of early departure, the 7 nights following the date of cancellation will be charged.

15.3 The contract with the accommodation provider shall terminate upon the death of a guest.

15.4 If the accommodation contract has been concluded for an indefinite period, the contracting parties may terminate the contract by 10:00 a.m. on the third day prior to the intended termination date.

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 significantly detrimental use of the premises or, through reckless, offensive, or otherwise grossly improper conduct, renders cohabitation unreasonable for other guests, the owner, the owner's staff, or third parties residing in the accommodation establishment, or commits a criminal offense against property, public decency, or physical safety against such persons;
- b) is affected by a contagious disease or a disease extending beyond the duration of the accommodation, or otherwise becomes in need of care;
- c) fails to pay the submitted invoices when due within a reasonably granted grace period (3 days).

15.6 If performance of the contract becomes impossible due to an event considered force majeure (e.g., natural disasters, strikes, lockouts, official orders, etc.), the accommodation provider may terminate the accommodation contract at any time without observing a notice period, unless the contract is already deemed terminated by law or the accommodation provider is released from its obligation to provide accommodation. Any claims for damages or other claims by the contractual partner are excluded.

§16 Illness or Death of the Guest

16.1 If a guest falls ill during their stay at the accommodation establishment, the accommodation provider shall arrange for medical care at the guest's request. In cases of imminent danger, the accommodation provider shall arrange for medical care even without a specific request from the guest, particularly if this is necessary and the guest is unable 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 shall arrange for medical treatment at the guest's expense. However, the scope of such measures shall end as soon as the guest is able to make decisions, or the relatives have been notified of the illness.

16.3 The accommodation provider shall be entitled to claims for reimbursement against the contractual partner and the guest, or in the event of death against their legal successors, in particular for the following costs:

- a) outstanding medical expenses, costs of medical transport, medication, and medical aids;
- b) any necessary disinfection of the room;
- c) replacement of linen, bed linen, and bedding that has become unusable, or alternatively the disinfection or thorough cleaning of such items;
- d) restoration of walls, furnishings, carpets, etc., insofar as these have been soiled or damaged in connection with the illness or death;
- e) room rent for the period during which the premises were used by the guest, plus any additional days during which the rooms are unusable due to disinfection, clearance, or similar measures;
- 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.

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

17.3 Each voucher may only be redeemed once. Unauthorized duplication of vouchers may result in criminal consequences.

17.4 Purchased vouchers cannot be redeemed for cash. If the value of the services/supplies used is less than the voucher value, the accommodation provider shall decide whether the remaining balance will remain on the existing voucher or whether a new voucher will be issued.

17.5 An invoice including tax details can only be issued at the time the actual service is provided, i.e., when the voucher is redeemed. Vouchers may only be redeemed for services/supplies that have not yet been paid or not been paid in full.

17.6 The vouchers are value vouchers and are therefore transferable. No compensation will be provided if vouchers are not redeemed. Loss of a voucher renders the service certified by the voucher invalid. In the event of theft or loss, no replacement shall be provided. The provider shall not be liable for misuse of the voucher.

17.7 Right of Withdrawal

The customer has the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period shall be 14 days from the day on which the customer, or a third party designated by the customer who is not the carrier, has received the voucher.

To exercise the right of withdrawal, the customer must inform the provider:

Urban Jungle GmbH
Mayergasse 6
A-1020 Vienna
Email: hello@urban-jungle.at

by means of a clear declaration (e.g., a letter sent by post or email) of their decision to withdraw from this contract. The customer shall receive prompt confirmation from the provider of receipt of the withdrawal notice.

§18 Fire Alarm System

The fire and smoke detectors in the apartment and throughout the rest of the building are part of a highly sophisticated fire protection system, serve safety purposes, and must under no circumstances be tampered with in any way (e.g., removing, touching, activating, etc.).

The fire alarms may and should only be activated by the guest in the event of an actual fire. Activation will trigger a fire alarm throughout the entire building, automatically notifying the accommodation provider and the fire department.

In case of intentional misuse of the fire protection system (e.g. triggering a pressure head detector) or the fire alarm being triggered due to, for example, heavy smoke development when cooking or burning pots, smoking, the costs of the fire brigade operation as well as an expense allowance from Urban Jungle GmbH of EUR 250.00 must be borne by the person who triggered the alarm.

§19 Video Surveillance in Common Areas

Video surveillance is in operation in public areas (e.g., the entrance area) exclusively for security purposes. There is no video surveillance inside the apartments.

§ 20 Place of Performance, Jurisdiction and Applicable Law

20.1 The place of performance shall be the location where the accommodation establishment is situated.

20.2 This contract shall be governed by Austrian formal and substantive law, excluding the rules of private international law (in particular the Austrian Private International Law Act – IPRG and the Rome Convention – EVÜ) as well as the UN Convention on Contracts for the International Sale of Goods (CISG).

20.3 In business-to-business transactions, the exclusive place of jurisdiction shall be the registered office of the accommodation provider. However, the accommodation provider shall also be entitled to assert its rights before any other court having local and subject-matter jurisdiction.

20.4 If the accommodation contract has been concluded with a contractual partner who is a consumer and has their domicile or habitual residence in Austria, legal actions against the consumer may only be brought before the court of the consumer's domicile, habitual residence, or place of employment.

20.5 If the accommodation contract has been concluded with a contractual partner who is a consumer and has their domicile in a Member State of the European Union (excluding Austria),

Iceland, Norway, or Switzerland, the court having local and subject-matter jurisdiction at the consumer's domicile shall have exclusive jurisdiction for actions against the consumer.

§ 21 Information on Online Dispute Resolution pursuant to Art. 14 (1) ODR Regulation

The European Commission provides a platform for online dispute resolution operated by the Commission (so-called "ODR platform"). The ODR platform serves as a point of contact for the out-of-court settlement of disputes arising from online sales contracts or service contracts. This platform can be accessed via the external link: <https://.ec.europa.eu/odr>

§ 22 Miscellaneous

22.1 Unless otherwise provided in the above provisions, a time limit shall commence upon service of the document imposing the time limit on the contracting party required to comply with it. When calculating a time limit determined in days, the day on which the relevant event or point in time occurs shall not be counted. Time limits determined in weeks or months shall refer to the day of the week or month which, by its name or number, corresponds to the day from which the time limit begins to run. If such a day does not exist in the relevant month, the last day of that month shall apply.

22.2 Declarations must be received by the respective other contracting party no later than the last day of the time limit (12:00 midnight).

22.3 The accommodation provider is entitled to offset its own claims against claims of the contracting party. The contracting party is not entitled to offset its own claims against claims of the accommodation provider, unless the accommodation provider is insolvent, or the contracting party's claim has been legally established by a court or expressly acknowledged by the accommodation provider.

22.4 In the event of regulatory gaps, the relevant statutory provisions shall apply.

22.5 Pursuant to § 4 (1) no. 11 in conjunction with § 18 (1) no. 10 of the FAGG (Austrian Distance and Off-Premises Contracts Act), there is no statutory right of withdrawal for accommodation contracts.

22.6 The data you provide in the course of an inquiry or booking will not be passed on to third parties. By providing your email address, you will receive from us, in addition to the booking confirmation, further emails tailored to your trip and our establishment. You may object to receiving such emails at any time by sending an email to hello@urban-jungle.at. Upon receipt of your objection, we will cease sending such emails without delay.