

# TERMS AND CONDITIONS

v172019



74living is a brand of:

Schön und Preiswert Appartement Pension Betriebsgesellschaft m.b.H., Taborstrasse 74, 1020 Wien (= landlord; we)

## §1 - Scope of Application

The following terms and conditions are applicable for any booking at the landlord's premises. With every booking, the legal tenant (invoice recipient), and the actual guest(s) - if different - fully accept the following terms and conditions for all business transactions, even if no reference is made to them during subsequent business transactions. Altered conditions are only applicable if confirmed by the landlord in writing. We only rent as a hotel. We are under no circumstances subject to the Austrian act on tenancy law (MRG; Mietrechtsgesetz). The guest is allowed to store personal belongings in his apartment during the booking period.

## §2 - Rates and Fees

Our current rates and fees are disclosed on our homepage.

The monthly apartment rate covers all ancillary costs (e.g. water, energy, heating, or public utilities), unlimited highspeed Internet, and free use of our laundry, and outdoor facilities. All apartments are fully furnished, and check-in-ready (e.g. equipped kitchen). A set of textiles (i.e. towels, and bed linen) is provided with the check-in. Optional weekly cleaning or laundry service (weekly replacement of towels, new bed linen every 2 weeks) comes at additional charges. The one-time final cleaning fee, and the one-time booking fee, are not included in the monthly rate.

Consumable goods will not be replenished. We do not offer any food or drinks. Rates are valid for an occupancy corresponding to full beds (e.g. apartment 7: 3 PAX; apartment 13: 2 PAX or apartment 10: 2 PAX). Our rates may be adjusted anytime to the current market situation, especially at the turn of the year, which may also affect existing bookings.

## §3 - Booking and Payment Procedure

(1) To secure a requested period, you will receive information for the payment of the deposit. We do not accept non-binding bookings/reservations!

(2) All necessary information for the check in will be sent a few days prior to the guest's arrival.

(3) With the guest's arrival, we invoice the first monthly rate, the final cleaning fee, and the booking fee.

(4) The rest of the stay will be invoiced monthly, at the beginning of each monthly period. For example: check in on March 14 and check out on June 10 => 1st invoice: March 14 to April 14, due March 14. 2nd invoice: April 14 - May 14, due April 14. 3rd invoice: May 14 - June 10, due May 14.

(5) The deposit will be returned at the end of the guest's stay, unless reasons for a deduction occur.

Open amounts may be settled via bank transfer or online credit card payment link. We do not take Amex. We are not allowed to take cash. Invoices are payable on receipt without deduction.

## §4 - Cancellation and Delayed Arrival

(A) We receive your cancellation/delayed arrival notice **equal/more than 14 days** before your scheduled arrival.

*Cancellation:* Full refund of your deposit. The booking fee can not be refunded and is non-transferrable to other bookings.

*Delayed arrival:* We keep the deposit for the length of the stay. Billing starts with newly scheduled arrival.

(B) We receive your cancellation/delayed arrival notice **less/equal than 13 days** before your scheduled arrival.

*Cancellation:* We keep the full deposit to cover part of the occurred loss. The booking fee can not be refunded and is non-transferrable to other bookings.

*Delayed arrival:* (1) In case the delay is less/equal than 13 days, billing starts with the initially scheduled check in date. We keep the deposit for the length of the stay.

(2) In case the delay is equal/more than 14 days, we keep the full deposit to cover part of the loss occurred; the paid booking fee can be used for the delayed stay. We need a new deposit to secure your delayed booking in case of another delay.

We can not automatically guarantee any alteration of your initially confirmed booking! In case your booked apartment is not available anymore, or we can not offer you any apartment, or you do not want to switch to a different apartment with it's current rates, we cancel your booking corresponding to the procedure mentioned above based on the date of your notice of your delay.

## §5 - Early Leaving

(A) We receive your early leaving notice **equal/more than 14 days** before your actual check out day:

Billing to the actual check out day, not your initially scheduled check out day.

(B) We receive your early leaving notice **less/equal than 13 days** before your actual check out day:

(1) In case your actual check out day is more/equal than 14 days away of your scheduled check out day => Billing to the actual check out day and we keep the full deposit to cover part of the occurred loss.

(2) In case your actual check out day is less/equal than 13 days away of your scheduled check out day: Billing to the initially scheduled check out day.

## §6 - Check In and Check Out

Please plan with a check in starting with **15:00**, and a check out until **11:00**. Other times depend on the situation and are on request. We offer convenient 24/7 self check in via our key safes. Please prepare a valid passport, and the payments for your arrival at our house. We will provide all necessary information some days before your arrival.

Check in with prior appointment only! We are not on site (i.e. Taborstrasse 74, 1020 Vienna) without prior appointment! Inform us about your estimated time of arrival & departure in a timely manner to ensure a flawless handling.

## §7 - Deposit

The deposit for the stay is 50% of the monthly rate; per apartment. The deposit will be returned within 2 weeks after the tenant's/guest's departure, if no reasons for a deduction occur (e.g. §4, §5 or §8). Transaction costs for returning the deposit (e.g. bank or credit card fees) come at the guest's expense. A full deposit is necessary at all times from booking to departure.

## §8 - Damages

The tenant/guest has the obligation to use the apartment **carefully**, and for its intended purpose only! The tenant is therefore fully responsible for any damages of the landlords' property, and has to inform the landlord immediately about any damages occurred. Ignorance is no excuse for the tenant's liability. All damages (including handling expenses) will be invoiced to the full extend, and either deducted from the deposit (e.g. if the tenant already checked out) and/or made payable separately (e.g. if the tenant is still on site). Examples for damages and their expected costs/penalties are:

Smoking in the apartment (minimum 1000 EUR net) | Lost or not returned apartment key (200 EUR) | Lost or damaged towels, bed linen/sheets, bathrobes (10-30 EUR; rates disclosed in the apartment) | Mold due to insufficient airing (starting from 300 EUR) | Additional cleaning due to an unclean living behavior (starting from 60 EUR)

## §9 - Internet

Using the provided Internet service in any unlawful way is strictly prohibited (e.g. P2P). We give no warranty that the Internet service is uninterrupted, error free, timely or secure. Under no circumstances, we are liable for any direct, indirect, or consequential damage (e.g. loss of profit, loss of data, interception of transmissions, file corruption, viruses, hacking, etc.). The tenant or guest is solely responsible for using the Internet service.

## §10 - General

**10.1. Smoking is strictly prohibited in all apartments and the building. Negligent behavior, even if just highly suspected, is going to result in the immediate termination of the guest's stay.**

10.2. We work in full accordance to the General Data Protection Regulation of the EU. Detailed information is on our homepage.

10.3. Furnishing, minor apartment features or other details may change without further notice.

10.4. The landlord is not liable for valuables of the guest in any case.

**10.5. Our charming building has no elevator, and is therefore hardly accessible for people with certain disabilities.**

10.6. Our apartments are not childproof. Pets of any kind are prohibited in all apartments.

10.7. The tenant has to comply with all provided instructions, e.g. waste separation, or locking the apartment when leaving.

10.8. Our short-term prices apply for any actual stay of less than 1 month (i.e. <30 nights), regardless of the initial booking period.

10.9. We keep the right to check the apartment during an active stay, if negligent living behavior is highly suspected (e.g. smoking).

10.10. We keep the right to end a guest's stay anytime, especially in case of negligent behavior or default in payment.

10.11. We keep the right to withdraw a confirmed booking, with full refund of all payments made.

10.12. We are obliged to high safety standards. Critical maintenance in your apartment may happen without prior notice.

10.13. In case of breaches of duty of the invoice recipient (e.g. default in payment), the invoice recipient is liable to cover all costs of legal action. Jurisdiction is in Vienna, Austria.