

General terms and conditions

These general terms and conditions apply to all reservations made with Green Leisure Apartments. Any reservation of a stay, regardless of the booking channel used, requires acceptance of the following terms and conditions.

Green Leisure Apartments

A brand of PP - Property Partners GmbH

Kärntner Straße 9/3

1010 Vienna

info[at]greenleisure-apartments.com

SCOPE OF APPLICATION

These terms and conditions shall apply to all contracts for the rental of apartments or rooms (unit) for accommodation concluded between PP Property Partners GmbH (hereinafter referred to as "Green Leisure Apartments") and a guest (collectively referred to as the "Parties"), as well as to all other services and supplies provided by Green Leisure Apartments (accommodation contract), unless the Parties have entered into an individual written agreement.

The guest's general terms and conditions shall not be recognised and shall only apply if this has been officially agreed in writing between the parties beforehand.

1. CONCLUSION OF CONTRACT

1.1 The parties to the contract are Green Leisure Apartments and the guest. The accommodation agreement shall be concluded by Green Leisure Apartments' acceptance of the Guest's application. Green Leisure Apartments shall be free to confirm the respective booking in text form.

1.2 If a third party has placed an order on behalf of the guest, the third party shall be liable to Green Leisure Apartments together with the guest as joint and several debtors for all obligations under the accommodation agreement, provided Green Leisure Apartments has received a declaration to that effect from the third party. These terms and conditions shall also apply to the third party.

2. RESERVATION

2.1 By making a reservation the guest consents to enter into an accommodation agreement. If the booked unit is available, Green Leisure Apartments shall send the guest a reservation confirmation. Through this acceptance of the reservation made by the guest, an accommodation contract is concluded between Green Leisure Apartments and the guest.

However, the guest does not acquire any entitlement to the provision of specific units unless this has been officially agreed in a text form as part of the accommodation contract.

2.2 The reservation of a apartment shall only be effective after written confirmation of its acceptance by Green Leisure Apartments, which shall take the form of an e-mail sent to the guest and which shall contain an overview of the conditions of the booked stay.

2.3 Offers made by Green Leisure Apartments in respect of available units are subject to change and are not binding. Green Leisure Apartments may, at its own discretion, refuse to enter into an accommodation agreement.

2.4 There is no right to claim the accommodation service in a particular unit. Green Leisure Apartments reserves the right to define industry standard restrictions such as minimum stays, booking guarantees or deposits for specific dates.

2.5 A multiple reservation is a reservation that relates to four (4) or more apartments in one and the same location and is made by one and the same legal entity or person. In case of multiple reservations, a specific group contract shall be concluded which, in the event of contradiction, shall take precedence over the provisions of all the GTC.

2.6 The Guest declares that the reservation is made for their personal use:

- a) The reservation is in their name and cannot under any circumstances be transferred, whether free of charge or against payment, to a third party.
- b) The guest must indicate the number of persons in the apartment.
- c) The guest is solely responsible for the choice of services reserved.
- d) The guest is prohibited from using the apartment for his personal business.

A penalty of up to €10000 may be imposed in the event of repeat offences. PP Property partners GmbH reserves the right to take further legal action.

2.7 Reservations where the day of arrival is the same as the day of booking must be completed by 7.30 pm on the day of arrival at the latest. Otherwise, we reserve the right not to confirm or to refuse a booking.

2.8 For each booking, a deposit of €200 is collected prior to arrival in the form of an online payment link from the payment provider Hobex. The deposit of €200 is to be paid in addition to the full apartment installments. The deposit is used for deficiencies regarding cleanliness (extreme soiling of the apartment) and damage caused by the guest or violations of the house rules. If the damages or penalties for breaches of the house rules are higher than the deposit paid, the difference will be charged to the guest. After departure, the apartment will be checked for any damage and if the apartment is undamaged or returned in the condition in which it was found (apart from normal use), the deposit will be refunded within 7 working days at the latest.

3. RATES

3.1 Accommodation service: The accommodation service rates are per apartment per night and include utilities (water, electricity, heating). Rates vary according to the date of reservation, date of commencement of stay, length of stay, type of apartment, number of persons occupying the apartment which is limited by the maximum number allowed per apartment and type of rate (standard or economy rate) Green Leisure Apartments offers 2 types of rates:

(a) Standard Rate : This rate requires a guarantee at the time of reservation (see article 3) and payment of the total amount less any deposit already paid at least three days before arrival at the apartment hotel (see article 4) and allows for cancellation of the stay without charge under certain conditions (see article 5 below). If the balance is not paid on time, the operator (Green Leisure apartments) reserves the right to cancel the reservation for a fee.

b) Savings Rate : This rate requires prepayment of the total amount at the time of reservation (see Article 4 below) and does not allow a free of charge cancellation (see Article 6 below).

All reservations are payable in the local currency of the apartment hotel (EUR) regardless of the origin of the guest.

All persons staying in the Green Leisure Apartments must be listed in the booking of the respective apartment and the guest must truthfully state his/her data and all fellow travelers on the guest list sheet and confirm this with his/her signature.

In the event of a discrepancy between the number of persons stated / booked at the time of reservation and the number of persons actually staying in the apartment, a surcharge of EUR 60 per additional person per night will be charged, whereby the accommodation of excess persons depends on the capacity of the reserved apartment. Furthermore, a penalty of EUR 100 will be charged for violation of the house rules. The costs will be announced by Green Leisure Apartments, invoiced additionally and, if necessary, offset against the deposit or demanded subsequently.

Breakfast delivery:

When booking a breakfast rate, a daily breakfast delivery for the duration of the stay is **included in the price for each guest booked**.

Breakfast is delivered contactless to your apartment door the next day after the day of arrival up to and including the day of departure on weekdays by 06.45 am, weekends and public holidays by 07.45 am. One breakfast package per guest packed in a bag in front of the door. The breakfast package consists of: 2 bread rolls, 1 croissant, 2x butter, 1 pack of turkey ham, 1 pack of Emmental cheese, 1 small jar of apricot jam, ¼ liter of organic whole milk, ½ liter of mineral water.

A coffee machine with capsules and a kettle are available in the apartment.

Additional services and benefits are not included in the price of the accommodation service.

3.2 Housekeeping service: The prices for a stay of 7 nights and more include a weekly housekeeping service with cleaning of the apartment incl. change of towels and bed linen. Prices for stays of less than 7 nights do not include housekeeping service during the stay, but a final cleaning. However, on request, further cleaning of the apartment can be booked at an extra charge. The request must be made during the stay with a 24-hour notice.

3.3 Additional services: If additional services (extra room cleaning, late check-out, etc.) are not explicitly included in the offer, they will be charged as a surcharge.

3.4 Promotional offers: Special conditions apply to promotional offers, which will be detailed with the offer.

3.5 Changes to rates: Green Leisure Apartments reserves the possibility of rate changes in the event that legal and/or other regulations (e.g., change or introduction of taxes) lead to price changes. Any changes or introductions of new taxes by law or administrative regulations of the competent authorities will be automatically reflected in the rates quoted on the invoice date.

3.6 The local tax/cur tax is included in the rates. The amount is determined per person per day and varies depending on local regulations and applicable classifications of holiday homes.

3.7 Prices "From": The prices indicated in the communication documents and on the website in connection with the indication "From" are indications of offers practised depending on certain lengths of stay, periods and cities.

3.8 Children's policy: Children up to and including 6 years stay free of charge in the parents' existing double bed. A baby cot and a high chair can be added for children between 1 and 3 years of age at an additional cost of EUR 60,- per stay and subject to availability. Children over 7 years of age are considered adults and must be booked as full-paying guests. Should a sofa bed be required for children under 7 years of age, this can be overbooked at an additional cost of EUR 50,- per stay.

4. SAFETYS

4.1 Accommodation service: All reservations must be confirmed with valid credit card.

4.1.1 For reservations with the standard rate, a minimum charge of 25% of the total amount will be made to the credit card indicated at the time of reservation. However, the total cost of the booked stay is due no later than 3 days before arrival. For damages caused by the guest and not reported to the landlord, the credit card indicated may be charged.

4.1.2 For stays of more than 28 nights, a seasonal rental agreement is concluded between Green Leisure Apartments and the guest. Under no circumstances can the guest take up his main residence in the apartment hotel. The guest undertakes to have an actual main residence during the entire rental period. An adversarial apartment acceptance between

Green Leisure Apartments and the Guest will be drawn up upon the Guest taking possession of and leaving the apartment.

5. TERMS OF PAYMENT

5.1 Payment Terms:

5.1.1 The price of the entire accommodation service booked must always be paid in advance by the Guest.

5.1.2 For reservations with the Standard Rate, a deposit in the amount of 25% of the total cost is to be paid at the time of reservation. The balance of the booked services is to be paid at the latest 3 days before arrival.

5.1.3 For reservations with a savings rate, 100% of the payment is made at the time of reservation.

5.2 Methods of payment: Below is a list of payment methods available.

For payments on the Green Leisure Apartments website: by credit card, debit card (Master Card, Visa) or instant bank transfer.

b) For payments on the website of an external partner: The payment methods may be different.

5.3 Default of payment: In case of non-compliance with the above-mentioned payment deadlines, the apartment cannot be occupied as the access code to open the apartment will not be unlocked.

5.4 Claims: Green Leisure Apartments is entitled to call in accrued debts at any time and demand immediate payment. In the event of late payment, Green Leisure Apartments shall be entitled to charge the statutory interest on arrears applicable to legal transactions between two companies or legal persons under public law (municipalities, etc.) at the current rate of 9.2% above the base rate. In the case of legal transactions involving a consumer, interest on arrears currently applies at a rate of 5% above the base rate. Green Leisure Apartments reserves the right to prove higher damages.

5.5 Subsequently incurred charges: For charges subsequently incurred as a result of additional services used or breaches of the General Terms and Conditions, in particular penalties incurred, Green Leisure Apartments reserves the right to invoice for these outstanding amounts.

5.6 Due date of invoices: Invoices issued by Green Leisure Apartments without a due date are payable immediately on receipt of the invoice without deduction.

5.7 Payments made on the Green Leisure Apartments website are PCI-DSS certified.

6. CANCELLATION/CHANGE OF RESERVATION

6.1 Terms and conditions for the cancellation of the reservation in its entirety:

6.1.1 For Standard Rate Reservations, the period of time to cancel without incurring cancellation charges will depend on the total length of stay originally reserved.

Cancellation is free of charge:

a) For all stays between and including 1 and 9 nights: up to three (3) days prior to arrival at 12:00 noon local time.

b) For all stays between 10 and 27 nights inclusive: up to five (5) days before arrival at 12:00 noon local time.

c) For all stays of 28 nights and more: up to fourteen (14) days before arrival at 12:00 noon local time.

If these deadlines are not met and the guest fails to arrive on the day of arrival, Green Leisure Apartments reserves the right, subject to specific local regulations, to charge the following cancellation fees:

(d) Non-refund of the entire booking amount.

6.1.2 In the case of additional services selected at the time of booking, Green Leisure Apartments will not consider cancellations made after the above-mentioned deadlines. The amount of the reserved additional services remains due in full.

6.2 Conditions for changing the reservation:

6.2.1 A partial cancellation of the reservation is deemed to be a change in the date, length of stay, apartment type or location of the services originally booked by Green Leisure Apartments confirmed reservation. In view of the degressive rates of Green Leisure Apartments in relation to the length of stay, a change in the rate is possible if a partial cancellation of the reservation leads to a change in the length of stay. If the length of stay is less than that originally reserved, the rate change will be retroactive to the date of arrival. Subject to availability and at the discretion of Green Leisure Apartments, the length of stay may be changed without any obligation to maintain the same apartment or price.

6.2.2 For reservations with standard rates, any partial cancellation of the reservation, in addition to the change in rate, may result in the payment of the following cancellation charges:

1) If the partial cancellation of the reservation occurs before the date of arrival, the cancellation is free of charge:

a) For all stays between and including 1 and 9 nights: up to three (3) days before arrival at 12:00 local time.

b) For all stays between 10 and 27 nights inclusive: up to five (5) days prior to arrival at 12:00 noon local time.

c) For all stays of 28 nights or more: fourteen (14) days prior to arrival at 12:00 noon local time.

d) If the partial cancellation of the reservation is made after the date of arrival (early departure), the cancellation is free of charge:

e) For all stays between 10 and 27 nights inclusive: up to three (3) days prior to early departure at 12:00 noon local time.

f) For all stays of 28 nights or more: up to fourteen (14) days prior to early departure at 12:00 noon local time.

2) After these deadlines, Green Leisure Apartments reserves the right to apply the following cancellation charges as following:

a) 100% for all stays between 1 and 9 nights.

b) the cancelled nights (up to a maximum of 4 nights) for all stays between 10 and 27 nights inclusive,

c) the cancelled nights (up to a maximum of 8 nights) for all stays of 28 nights and more.

Failure to meet these deadlines will result in Green Leisure Apartments charging cancellation fees equal to the full cost of the stay and no refunds of deposits will be made.

6.3 Notifications:

Any change (total or partial cancellation - extension) requires written notification to be taken into account:

directly to Green Leisure Apartments by e-mail, if the reservation was made directly with Green Leisure Apartments.

in other cases, to the service provider with whom the reservation of the apartment was made.

7. NON-EXCHANGEABLE / NON-REBOOKABLE / NON-REFUNDABLE / NON-CANCELLABLE STAYS AND OFFERS

7.1 Savings rate reservations which require 100% prepayment at the time of booking are NOT EXCHANGEABLE and NON-REFUNDABLE. For these stays, the above-mentioned conditions for cancellation and modification are replaced by the following:

a) Advance payment of the total amount of the stay: Any reservation can only be made simultaneously with the payment of 100% of the total price of the stay. Otherwise, the

reservation cannot be guaranteed. In essence, non-cancellable, non-refundable, non-exchangeable and non-modifiable:

In view of the preferential rate granted by Green Leisure Apartments, the acceptance of the offer and/or the reserved stays are not cancellable, refundable, exchangeable or modifiable. Demands for modification or cancellation will not be considered.

b) The provisions of Article 5 are therefore not applicable. Accordingly, Green Leisure Apartments will charge cancellation fees equal to the full amount of the stay, regardless of the date on which the reservation was cancelled. No Show at the Place of Stay: If the guest does not show up on the day of arrival, no refund will be made by Green Leisure Apartments.

8. ARRIVAL AND DEPARTURE

8.1 At the time of arrival of the stay, an identification document issued to the same person as the person to whom the reservation was made must be presented. Failure to do so may result in Green Leisure Apartments refusing access to the accommodation.

8.2 The local regulations in force at the time of the Guest's arrival will be applied by Green Leisure Apartments.

8.3 Access to the accommodation is available from 3 p.m. local time on the day of arrival. The accommodation must be vacated by 11 am local time on the day of departure. If this time is exceeded, Green Leisure Apartments will charge an additional EUR 20,- per hour or part thereof until 2 p.m.

8.4 From 2 p.m. local time Green Leisure Apartments reserves the right to charge for an additional night's accommodation. These times are for information only and may differ for various special offers.

8.5 An online registration form must be completed as part of the online check-in process. The correctly completed and signed registration form is a prerequisite for access to the apartment.

8.6 Check-in for the apartment is possible from 3 p.m. until 9 p.m. on the day of arrival.

9. OCCUPANCY

9.1 The number of guests in an apartment cannot exceed the capacity of the reserved apartment.

9.2 The number of guests in an apartment cannot exceed the number of persons booked.

9.3 All children over the age of 7 are considered as separate guests and must be so named on the booking.

9.4 Green Leisure Apartments advises you that it is not possible to add extra beds in the apartments (except for baby cots).

10. MINORS

10.1 Green Leisure Apartments cannot receive minors under the age of 18 who are not accompanied by their legal representatives. Accordingly, Green Leisure Apartments may request evidence of any kind to verify the proper application of this provision.

10.2 As soon as Green Leisure Apartments becomes aware of a breach of this provision, the reservation will be cancelled or the guest's stay terminated immediately.

11. PERSONAL DATA

11.1 When a Guest makes a reservation for a stay with Green Leisure Apartments, the Guest's personal data is collected in Green Leisure Apartments' corporate sales and management systems for the purpose of providing and executing the contract. This data is collected to record the reservation and to carry out invoices, payments and guest satisfaction analysis.

11.2 The Guest's personal data collected as part of the reservation is intended for: Green Leisure Apartments, associated businesses, partners, service providers (in particular the online payment service providers) and those necessary to execute the reservation or to take measures preparatory to the contract. Once the guarantees provided by the applicable regulations are effectively in place, the guest's data may be transferred from Europe to countries which, in the opinion of the European Union, do not guarantee a comparable level of data protection. Your data will be kept for the entire period of the contractual relationship and then archived for a period of 7 years in accordance with our legal obligations. Data processed in the context of promotional activities cannot be kept for more than 3 years after the last contact originating from you or in the context of your objection.

11.3 Under Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data, you have rights of access, request, rectification, erasure, portability and objection against Green Leisure Apartments, as well as the right to be given instructions on the processing of your data in the event of your death. These rights can be exercised using a single address: [info\[at\]greenleisure-apartments.com](mailto:info@greenleisure-apartments.com). You may be required to provide a copy of an identity document.

11.4 Subject to any breach of the above, you have the right to complain to a relevant surveillance authority.

12. VIDEO SURVEILLANCE

12.1 By booking and entering the apartment complex (see notice at the entrance door), the guest knowingly acknowledges that the public areas of the apartment complex Schweglerstraße 27, 1150 Vienna (corridor areas and generally accessible terrace in the inner courtyard) are equipped with video surveillance.

12.2 Responsible for the video recording:

PP Property Partners GmbH, Kärntner Straße 9, 1010 Vienna.

12.3 Purpose and legal basis of recording:

Prevention of theft and vandalism, Art.6Abs.1lit. f EU-DSGVO, §4 BDSG.

12.4 Data retention period:

The stored recordings are regularly overwritten, deletion takes place after 10 days at the latest.

13 HOUSE RULES

13.1 The house rules can be found on the tray provided in every Green Leisure Apartment. Every guest is presumed to have taken note of them and if you are missing anything in the facility or if you need help, please contact us in confidence. Please handle the entire furnishings and inventory with care and treat the rental property with care. Please ensure that your fellow travellers also comply with the rental conditions.

13.2 The flat can be occupied from 3 pm on the day of arrival. On the day of departure, we ask our guests to vacate the flats by 11 a.m. at the latest. On departure, the flat should be left as you found it.

13.3 The guest undertakes to maintain the movable property made available to him/her in the flat in perfect general condition and must report any faults or malfunctions. The tenant is liable for damage to the amount of the replacement costs.

13.4 Pets are not permitted.

13.5 Green Leisure Apartments reserves the right to access the flats in order to carry out housekeeping services, check the general condition, carry out technical maintenance work and apply the safety conditions.

13.6 The landlord is not liable for valuables belonging to the guest or guests.

13.7 Entering the inner courtyard, balconies and terraces in snow, ice and wet conditions is at your own risk. Please keep these areas clean at all times.

13.8 Parents are responsible for the safety of their children. If you find anything in our property that is unsafe or needs attention, please contact us so that we can address the issue. To keep our property child-friendly, we ask that you:

- Never leave children and infants unattended in the flat at any time
- Never leave children and infants alone on the balcony, terrace or patio

13.9 To avoid the formation of mould and to ensure a pleasant indoor climate, we ask you to ventilate the rooms sufficiently, at least once a day for 5-10 minutes.

13.10 Waste is separated into residual waste, glass, paper and packaging with the green dot. Appropriate containers are available on the property or in front of the property. Please only use rubbish bins and cosmetic bins in the bathroom with rubbish bags and dispose of them sealed in the residual waste bin. No waste, leftover food, harmful liquids or similar may be thrown or poured into the kitchen sink, toilets, washbasins or showers! Avoid anything that could lead to blockages in the pipes (no toiletries in the toilet).

13.11 Smoking is not permitted anywhere inside the apartment complex, including the stairwell. Please leave the flat to smoke and, if necessary, close the balcony and terrace doors behind you so that the smoke does not enter the flat. Costs (cleaning or cancellation by the next tenant) that may arise due to smoking in the flats will be charged to the person responsible.

13.12 Final cleaning is included in your reservation. However, you must ensure that the apartment is kept clean during your stay.

13.13 Night and Sunday rest periods must be observed. Both on the balconies and terraces and in the flat itself, the statutory night-time quiet period between 10.00 pm and 6.00 am must be observed.

13.14 Before leaving the flat, the guest must always ensure that all windows and balcony doors as well as the entrance door are closed and that there is no furniture from inside the flat on the balconies or terraces. Green Leisure Apartments accepts no liability for breaches of the house rules. A penalty of EUR 150,- will be charged for violations of these house rules and all consequential damage (water damage, renovation costs, cancellation costs of the flat) will be charged additionally. Water and electricity must be used sparingly.

13.15 Renting a flat as a party location is not permitted and may lead to immediate eviction in the event of non-compliance. The costs shall be borne by the Tenant.

13.16 Electric bicycles and electric scooters may only be parked in the inner courtyard in the designated area. Green Leisure accepts no liability for parked items. Electric bicycles and electric scooters may not be taken into the apartment. (soiling and fire hazard) The batteries may only be charged in the inner courtyard in the designated area using the sockets under the benches under the supervision of the battery owner. Unsupervised charging overnight is prohibited! Charging the batteries in the apartment is prohibited!

13.17 In the event of an emergency, please contact our 24-hour emergency service:

24-hour emergency number: +43 664 2135339

Fire brigade: 122

Police: 133

Rescue: 144

13.18 Fire alarm: Siren

The apartment complex is equipped with a fire alarm system and fire detectors in all areas (full protection) with call forwarding. The apartment complex has a pressurised ventilation system (in the residence concept) in the stairwell. For incipient fires, the 1st extinguishing aid in the form of a portable fire extinguisher is available in the stairwell. First rescue, then attempt to extinguish! In the event of a fire alarm, all persons must leave the affected flat immediately via the escape routes (do not use the lift!). All persons in unaffected flats should remain in the secured area (flat) and wait for the emergency services to arrive.

Evacuation assembly point = Schweglerstrasse 31

13.19 House alarm / evacuation alarm : Siren signal

All persons must leave their flats immediately via the escape routes.

Evacuation assembly point = Schweglerstrasse 31

13.20 Misuse of fire alarm devices:

The abusive or negligent activation of a manual call point (push-button detector with glass pane and black push-button behind it) without an actual indication of fire or danger leads to the automatic alerting of the fire department. All costs incurred as a result, in particular for the fire department and security service (approx. EUR 700 to 900), as well as a flat-rate contractual penalty of EUR 800, will be charged to the perpetrator. The guest is fully liable for all resulting expenses.

13.21 Winter service - the inner courtyard, the private balconies and the private roof terraces including the staircase are not gritted or cleared in snow and ice. Entering is at your own risk.

13.22 Your privacy is of course important to us, but our employees are entitled to enter the apartment at any time for cleaning or maintenance work or for other security reasons

14. INTERNET USE

14.1 Green Leisure Apartments provide free Wi-Fi access to enable guests to connect to the internet. The customer also undertakes to ensure that the IT resources made available to them by Green Leisure Apartments are not used in any way for the purpose of reproducing, displaying, making available or publishing works or objects protected by a copyright or related right, such as texts, images, photographs, musical works, audio-visual works, software and video games, without the permission of the holders rights, where such permission is required.

14.2 The Guest shall also comply with the security policies of the Accommodation Internet Service Provider, including the rules for the application of security measures adopted for the purpose of preventing the unlawful use of IT resources, and shall refrain from any actions that impair the effectiveness of such measures. If the Guest fails to comply with the above obligations, it runs the risk of being charged with an offence of counterfeiting (under local law).

14.3 In the event of a breach by the Guest of any of the provisions of the House Rules, or in the event of conduct contrary to good morals and public order, Green Leisure Apartments may require the Guest to leave the premises without any compensation and/or refund. Green Leisure Apartments also reserves the right to take legal action or report the facts to the competent authorities.

15. NO SMOKING IN THE UNITS.

15.1 Green Leisure Apartments units are non-smoking. It is therefore prohibited to smoke in the communal areas as well as in the guest units. Exceptions to this rule are the balcony and/or patio areas.

15.2 Violation of our general smoking ban constitutes use in breach of contract and will be punished by Green Leisure Apartments with a penalty of EUR 800,- plus consequential damages and costs in the event of non-rentability. If a fire alarm is triggered by smoking in the apartment, the party responsible will bear all consequential costs (ÖWD, fire brigade), approximately EUR 700,- to EUR 900,-. We expressly reserve the right to claim further damages due to increased cleaning costs and possible loss of revenue due to the fact that the unit cannot be rented out as a result.

15.3 Intentionally covering or tampering with the smoke detectors poses a risk to all guests and to the substance of the building and will be punished with a fine of EUR 1,000 plus all consequential damages.

16. NO PARTIES IN THE UNITS

16.1 The holding of celebrations or parties is not permitted in the Green Leisure Apartments units.

16.2 The violation of this constitutes a use contrary to the contract and will be punished by PP Property Partners with a contractual penalty of EUR 500.00. PP Property Partners expressly reserves the right to claim further damages due to increased cleaning costs and possible loss of turnover due to the fact that the unit cannot be rented out as a result. In general, a night's rest between 10 p.m. and 06 a.m. hrs must be observed. During this time, guests must behave quietly so that no other guest are disturbed. This applies especially to the balconies, terraces as well as open areas

17. DAMAGE OR THEFT

17.1 The guest must treat the booked unit and the inventory with care and in particular avoid gross soiling and disproportionate wear and tear. If damage occurs which goes beyond normal use, or if theft occurs, Green Leisure Apartments shall be entitled to charge the guest for the damage as well as for the separate expenses incurred in remedying the damages, including any loss of revenue resulting from the unit not being able to be rented out as a result. Even slight negligence shall justify the customer's obligation to pay compensation.

17.2 The same shall apply to damage caused by third parties insofar as they are on the premises of Green Leisure Apartments at the instigation of the customer.

17.3 Deliberate damage to inventory, furniture or the unit itself shall also constitute use in breach of contract and shall be charged by Green Leisure Apartments in the amount of the damage caused plus a handling fee of EUR 60,-. This also applies to the removal of inventory or pieces of furniture or disruption of technical systems, in particular smoke detectors.

17.4 All damage must be reported to the operator immediately.

18. PETS

18.1 It is not permitted to bring pets. Exceptions to this rule are guide dogs, deaf dogs and other similar service dogs. These may be brought free of charge and at any time on presentation of proof of ownership. Green Leisure Apartments is entitled to make further exceptions to the aforementioned principle. The guest has no right to this.

18.2 If a pet stays in a unit without permission, an apartment rate of EUR 150.00 will be charged by Green Leisure Apartments for a special cleaning fee.

19. MAINTENANCE

19.1 The guest must report to the accommodation provider upon arrival if there are any damages or missing items.

19.2 The Guest shall be liable for all damage to the rented unit, the furnishings and the rooms, facilities and installations intended for communal use which visitors have culpably caused through use contrary to the terms of the contract and which is not attributable to normal wear and tear.

The guest shall immediately notify Green Leisure Apartments of any damage incurred to the rented unit.

19.3 The unit shall be cleaned regularly by Green Leisure Apartments. The guest shall allow the service provider appointed for this purpose access to the unit.

20. LIABILITY - APPLICABLE PROVISIONS

20.1 Green Leisure Apartments shall not be liable in the event of loss, theft or damage to personal property within the Apartments or the communal areas. No liability is expressly accepted for valuables. Green Leisure Apartments also accepts no liability for lost property or property left behind by guests! Where possible, lost property will be stored.

20.2 The guest may not invoke the statutory provisions applicable to residential tenancy agreements, in particular with regard to protection against termination. The Guest undertakes not to establish a residence with tax or professional implications at the address of the apartment complex, Schweglerstraße 27, 1150 Vienna, and not to left or sublet the apartment to third parties for any reason whatsoever.

20.3 The GTC shall be governed by Austrian law, without prejudice to the law applicable under the rules of private international law. This applies to both the substantive and procedural provisions.

20.4 The photos shown on the website and/or in the catalogue are not contractually binding. Variations may occur, in particular due to a change in the furniture or due to any renovation work. The Guest may not base any complaints on such circumstances.

21. CUSTOMER SERVICE

Our concierge as well as the office team are at the guest disposal from 9 a.m. – 6 p.m. to assist with any questions and wishes or to simply help maximize the stay. For any kind of request, we advise to contact us. Furthermore, a 24/7 emergency number is available.

An emergency or emergency situation is considered to be any situation in which an imminent danger to property or the physical integrity of people occurs and makes it impossible to spend the night in the booked apartment.

These numbers will be made known to the guest at the time of booking.

All complaints after the guest's stay must be made within 1 month from the date of departure as follows:

In writing via email to [info\[at\]greenleisure-apartments.com](mailto:info[at]greenleisure-apartments.com).

In the case of complaints, the following elements must be communicated: the reservation number, place and time of stay, type of apartment reserved, reason for the complaint and any evidence useful for processing the complaint. Should the dispute not be resolved by an amicable written agreement with the customer service, then Austrian law shall apply. The place of jurisdiction is Vienna.

22. RELOCATION

In the event of an exceptional occurrence, an inability to provide the guest with the reserved apartment or in the event of force majeure, Green Leisure Apartments may offer the guest accommodation in an equivalent category for services of the same type for the entire or partial duration of the stay, subject to the guest's prior consent. This also applies in the event of possible overbooking due to internal system errors. For any additional costs shall then be Green Leisure Apartments will be reliable.

23. VALIDITY OF THE GENERAL TERMS AND CONDITIONS

The reservation of a stay at Green Leisure Apartments and the use of the accommodation implies acceptance of its GTCs. The mentioned T&Cs shall apply throughout their online availability on the Green Leisure Apartments website, www.greenleisure-apartments.com, and may be amended and/or supplemented by Green Leisure Apartments at any time. As soon as a new version of the T&Cs is posted online, it will automatically apply. If the T&C conflict with any specific terms of a rate (non-variable, non-refundable public rates) or contract (social, leisure, group contracts etc.), the contract shall take precedence. The guest's agreement to the GTC and the terms and conditions associated with the reserved rate is made at the time of reservation; the guest's completion of the reservation is deemed to constitute agreement.