

Terms & Conditions Appartements Ferchergasse

Vermietungs GmbH

1. General

We rent fully-furnished apartments equipped with the usual utensils to accommodate its guests.

In cases of doubt, the person booking the apartment shall be considered the guest even if he or she has booked it for other persons including or excluding himself or herself.

The rent for the apartments includes all ancillary costs such as electricity, water and heating and a change of bed linen and towels at intervals of 7 days.

The weekly cleaning is in the price included.

Cleaning of the apartment and additional changes of bed linen are possible upon request and for an extra charge. .

Articles of consumption (toilet paper, detergents, etc.) are replenished during the rental period. For hygienic reasons, no food and spices are provided. .

We offer neither breakfast nor any other meals.

Smoking is only allowed on the terrace. Pets are only allowed on request in our apartments.

2. Booking Conditions

2.1 Minimum Booking

The minimum booking period in any of our apartments is for 3 consecutive nights.

In the week before Easter and in the time around Christmas and New Year (Dec. 20 –Jan. 01.) the minimum booking is 5 nights.

2.2 Booking Guarantee

We accept exclusively bookings which are guaranteed by the person booking the apartment by any of the following means:

- By providing us with card number, expiry date and cardholder name of a credit card valid at the time of the guest's arrival.

By providing these details, the person booking the apartment expressly and irrevocably

authorizes Vienna Apartments to debit all cancellation fees that might accrue to this credit card.

- In exceptional cases: By bank transfer of a deposit in the amount corresponding to the rate payable for three nights in the booked apartment according to our price list. All banking charges shall be borne by the persons booking. In cases of cancellations free of charge, Appartements Ferchergasse shall re-transfer the deposit less a processing fee of € 20. -- to an account indicated by the person booking. Again, all banking charges shall be borne by the person booking. In cases of cancellations incurring charges or no-shows on the part of the guest, the deposit shall be forfeited.

2.3 Cancellation Provisions and Fees

Cancellation no later than 14 days prior to the agreed date of arrival is free of charge.

In the case of cancellations later than 14 days prior to arrival, we shall charge a cancellation fee in the amount corresponding to the rate payable for three nights in the booked apartment according to our price list. If no deposit was paid, the amount shall be debited to the credit card indicated by the person booking the accommodation.

If, on the day of arrival, the guest fails to appear at the time and place agreed upon without having us in advance, the booking shall be deemed cancelled and cancellation fees shall be charged.

2.4 Early Departure

If a guest announces that he or she wants to depart before the end of the period booked for, we shall refund all payments already made for the period after the guest's departure, provided that the actual date of departure is announced at least 14 days in advance.

We shall either transfer this amount to a bank account indicated by the guest, in which case the guest shall bear all banking charges, or pay the amount out in cash at the office of us on a date and time agreed upon in advance.

3.Modalities upon Arrival and Departure

3.1 Arrival (Check-In)

Check-in is possible as from 09:00 a.m., however, we cannot guarantee that the cleaning of the apartment is finished before 2:00 p.m.

As we do not have a permanently manned reception office, we ask you to tell us your arrival time.

3.2 Departure (Check-Out)

The guests are requested to vacate the apartment by 11:00 a.m., taking with them all their personal property.

Should the guests fail to check out by this time without having agreed on a later check-out with us, the price for one additional night shall be charged. Before leaving the apartment, the guests shall place the money for the telephone charges accrued next to the telephone (every apartment with a telephone is equipped with a meter; upon check-in, the guests are given instructions how to operate the meter) and put the keys in the apartment in a clearly visible manner.

Then, the guests shall close the door to the apartment from the outside.

4. Payment

The full amount of the apartment rent is payable upon handing over of the key. In the case of bookings for more than 2 months, monthly payment in advance is possible.

4.1 Accepted Modes of Payment

In the case of “Self-Check-In”, Apartments Ferchergasse accepts:

- Cash payment in Euros.
- Credit cards: Visa, Amex, MasterCard.

We do not accept cheques or foreign currencies.

5. Provisions Relating to the Uninhabitability or Unavailability of Apartments

Should it turn out that the apartment is not in a reasonably fit state for use or unavailable because of defects, maintenance work or other operational requirements we shall have the right to assign another apartment to the guest provided that the substitute apartment is at the same location and of at least the same size and costs as the booked apartment. In such case, the rate for the apartment booked originally shall be charged.

If no such apartment is available, we shall try to offer reasonable alternatives at favorable conditions.

The guest may either select one of the alternative offers or cancel his or her booking free of charge.

In such case, we guarantee to refund all payments made for services not consumed.

Any further liability shall be excluded.

6. Obligations of the Person taking Accommodation

6.1 Obligation to Register

The Austrian Registration Act stipulate that every person taking accommodation in Austria shall be registered with the police.

For this purpose, before using an apartment, every guest shall complete truthfully and sign a guest registration form.

The data of the spouse and children are entered into this form as well so that they do not have to complete a separate registration form.

The guest registration forms are retained by us and are not passed on to third parties with the exception of the inspection officers of the tourist police.

Every guest shall guarantee that exclusively persons who have completed a guest registration form stay overnight in the apartment.

6.2 Other Obligations

The guests shall, at any time, grant access to the personnel of us and to workmen commissioned by us for the purposes of inspecting, cleaning or repairing. Of course, we shall see to it that the guests' privacy is protected to the extent possible and, if possible, inform the guest of such visits in advance.

The guests are obligated to treat the apartment and its furniture and inventory with care as if it was their own property. The guests shall bear the full costs for repairing any damage caused by them either intentionally or by improper handling (e.g., burn holes, damaged or extremely dirty furniture/textiles, glass breakage, etc.).

In case of loss of a key, the guests shall bear the costs for the installation of a new lock and for 6 keys.

It is within the guests' responsibility to empty the waste bins into the containers located on the ground floor of the building.

7. Miscellaneous

The apartment must not be rented or sublet to third parties.

We do not assume any liability for theft, loss, damage to property or for injuries or sickness of the guests.

All complaints and defects shall be reported without delay so that we can arrange for a solution of the problem as fast as possible.

Lost property (property left behind) will be sent on upon request at the guest's expense.

Articles will be kept for a period of 2 weeks.

If we **provide the guest with free transport**, liability is restricted to the cover provided for personal injury and damage under our motor insurance policy.

If the **guest comes by car and parks his car on a parking space provided** by us, our liability is limited by the terms of the respective liability insurance.

8. General

Our reserves the right to correct errors, including typographical and calculation errors.

Verbal agreements are only binding once they have been confirmed in writing by us.

For any disputes arising out of this contract and its performance, the registered office of the hotel is agreed, where the permitted by law, as the place of jurisdiction.

Should one of the above provisions be null and void, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid one that comes as close as possible to the purpose of the original provision.