

GENERAL TERMS AND CONDITIONS FOR THE HOLIDAY HOME LuckyLiving

1. Definitions

"Landlord" refers to Michaela and Jürgen Perwein. The "Tenant" is the contractual partner, in whose name the booking confirmation is issued. The rental property is the holiday home LuckyLiving, Mitterberg 26, 7532 Litzelsdorf.

2. Scope

2.1. These General Terms and Conditions (GTC) form part of the respective accommodation contract. Deviating regulations apply only with explicit, written agreement and only for the specific case.

2.2. Unless otherwise specified, the provisions of the Austrian Civil Code (ABGB) shall apply.

3. Offer and Acceptance

3.1. Offers from the landlord are non-binding and reflect the current availability at the time.

3.2. The accommodation contract is concluded only upon receipt of a deposit of 50% (for bookings more than two months before arrival) or payment of the full amount (for bookings less than two months before arrival) into the landlord's account.

4. Payment Terms

4.1. Prices are quoted in Euros.

4.2. Payments are accepted exclusively via bank transfer to the landlord's account.

4.3. If there is availability, the landlord will issue a deposit invoice for 50% of the stay costs. This invoice must be settled within 7 days of receipt. The remaining amount is to be paid no later than 30 days before arrival.

4.4. In the case of a short-term booking less than two months before arrival, the landlord will issue an invoice for the total cost of the stay, which must be paid within 7 days.

5. Cancellation by the Landlord

5.1. If payment is not made on time (even partially), the landlord is entitled to cancel the booking and withdraw from the contract without setting a grace period. Any deposit already paid shall be considered a cancellation fee and is non-refundable.

5.2. The landlord is entitled to withdraw from the contract if unforeseeable circumstances beyond their control prevent the fulfillment of the contract. This also applies in the event of the sale of the holiday home. In such cases, any payments already made will be fully refunded.

6. Cancellation by the Tenant

6.1. Free cancellation is possible up to 3 months before the start of the trip. If canceled 2 months before arrival, a fee of 50% is charged. For cancellations 1 month before arrival, a 70% fee is charged, and 90% of the costs are charged for cancellations 1 week before arrival. 100% cancellation costs apply in the last week before arrival. (Up to 3 months – no cancellation fees, 3 months to 2 months – 50%, 2 months to 1 month – 70%, 1 month to 1 week – 90%, in the last week 100%). The landlord therefore recommends taking out cancellation insurance with European Travel Insurance.

6.2. Cancellations must be made in writing and are only considered accepted once confirmed in writing by the landlord.

7. Security Deposit

7.1. No security deposit is required.

7.2. The tenant is fully liable for any damages caused by them or attributed to them.

8. Check-in and Check-out

8.1. On the day of arrival, the property can be occupied from 3:00 p.m., unless otherwise stated. Departure must take place by 10:00 a.m. on the last day of stay.

8.2. In the event of late check-out, the landlord is entitled to charge for an additional day.

9. Number of Guests / Extraordinary Grounds for Termination

9.1. The number of guests must not exceed the number of available beds. The holiday home can accommodate a maximum of five guests (including children).

9.2. The tenant must specify the number of accompanying guests at the time of booking.

9.3. If more persons than permitted are present, this constitutes grounds for extraordinary termination, entitling the landlord to immediately dissolve the accommodation contract.

9.4. Early departure or late arrival of individual persons does not reduce the cost of the stay.

10. Facilities

Measurements, descriptions, and facilities of the property are exemplary and may vary.

11. Tenant's Obligations

11.1. The tenant agrees to treat the rental property respectfully and to use the inventory properly. Moving furniture is not allowed.

11.2. The property must be kept in a tidy and clean condition, especially the kitchen.

11.3. The tenant agrees to sort and dispose of waste in the designated containers (left of the carport).

11.4. Smoking is prohibited inside the building. Cigarette butts on the terrace or in the garden must be disposed of.

11.5. The tenant agrees to respect the neighbors. Quiet hours and privacy should be observed, especially when in the garden.

11.6. The improper use of the internet (e.g., under a false name) and the downloading of illegal content are prohibited.

11.7. Lighting candles is only allowed in the presence of the tenant inside the property.

11.8. Camping on the property is not permitted.

11.9. Entering the meadows below the holiday home and neighboring properties is prohibited. These areas do not belong to the landlord.

11.10. The tenant agrees to open and close the swim spa according to the instructions. After use (at the tenant's own risk and responsibility), the swim spa cover must be closed and secured properly. The tenant agrees to comply with all rules specified in the guest information regarding the swim spa use.

11.11. Children may only use the swim spa under parental supervision and responsibility.

11.12. The swim spa must not be used under the influence of alcohol or other substances. The operators accept no liability for improper use or resulting physical harm.

11.13. Parties or other celebrations are not allowed.

11.14. The use of fireworks is prohibited in and around the house. All local regulations must be followed.

11.15. Open fires on the property are strictly prohibited. Local regulations must be

followed.

11.16. Bicycle batteries may only be charged in the designated bicycle garage.

12. **Pets**

Pets are not allowed in the holiday home.

13. **Liability**

13.1. The landlord is not liable for damages caused by slight negligence. The landlord's liability is limited to the total cost of the stay. This exclusion does not apply if the injured party is a consumer, in the event of personal injury, or in the case of atypical/unforeseeable damage.

13.2. The tenant bears the burden of proof for the existence of more than slight negligence. The tenant must also prove the landlord's fault in causing the damage.

13.3. The tenant is responsible for covering any damages to the property and rented inventory caused by them or attributable persons (invited guests).

13.4. The landlord is not liable for short-term outages of utilities (water, gas, electricity), electrical appliances including heating, ventilation, swim spa, shading, or the internet connection, which are beyond their control. The tenant must report such disruptions to the landlord immediately so that repairs can be arranged.

13.5. The use of the swim spa by the tenant or children is at the tenant's own risk. Parental supervision is additionally required for children.

13.6. The use of candles is at the tenant's own risk.

13.7. The use of the terrace is at the tenant's own risk. Climbing or otherwise overcoming the fall protection is prohibited. There is a risk of falling!

13.8. Leaning against, unscrewing, or dismantling the adjustable slats is prohibited. They are intended solely for shading or wind and weather protection.

14. **Valuables**

The landlord is not liable for the loss or damage of valuables brought into the property. During the stay, only the tenant has access to the holiday home. The tenant is responsible for properly locking the doors and securely storing their valuables.

15. **Commercial Use**

The published prices do not include commercial use of the property (e.g., for film shoots or photo sessions). Such use requires an individual agreement with the landlord and is subject to negotiation.

16. **Applicable Law**

Austrian substantive law applies, excluding the UN Convention on Contracts for the International Sale of Goods. If the tenant is a consumer, this choice of law applies only insofar as it does not restrict mandatory legal provisions of the country where the consumer resides or usually stays.

Special Notes

- The use of the terrace with fall protection, the additional parking space, and the outdoor areas requires increased attention.
- Parents are responsible for supervising their children appropriately.
- In the terrace, swim spa, and surrounding areas, special care should be taken regarding the fall protection of small children.

- The swim spa is used at your own risk. The information brochure in the holiday home, which explains proper opening, closing, and use, must be followed.
- It is expressly noted that the swim spa is used at your own risk.
- When leaving the holiday home for extended periods (e.g., excursions), all windows, doors, and exterior blinds must be closed (due to storm risk and for burglary protection).