

HOME BOUND

Apartments

General Terms and Conditions

Scope of Application

These General Terms and Conditions apply to all contracts for the rental of apartments (units) for accommodation that are concluded between RK3 Verwaltungs GmbH ("Homebound") and a guest (together the "Parties"), as well as to all other services and deliveries provided by RK3 Verwaltungs GmbH (accommodation contract), unless the Parties have reached an individual agreement. Other general terms and conditions are not recognized and shall only apply if expressly agreed upon by the Parties in advance.

Conclusion of Contract

1. By making a reservation, the guest offers to conclude an accommodation contract. If the booked unit is available, the guest will receive a reservation confirmation from Homebound. Upon acceptance of the reservation made by the guest, an accommodation contract between Homebound and the guest is established. However, the guest does not acquire the right to the provision of a specific unit unless this has been expressly agreed in text form as part of the accommodation contract.
2. The contracting parties are Homebound and the guest who uses the services of the hotel. If a third party has made the reservation on behalf of the guest, that third party is jointly and severally liable together with the guest for all obligations arising from the accommodation contract.
3. To make a booking, the person making the reservation must be at least 18 years old. Unaccompanied minors are not permitted to stay in a unit.

Reservations

1. Offers made by Homebound regarding available units are non-binding and subject to change. Therefore, Homebound may reject the conclusion of an accommodation contract at its sole discretion.
2. There is no entitlement to the accommodation service in a specific unit. Homebound reserves the right to define industry-standard restrictions such as minimum stays, booking guarantees, or deposits for specific dates.

Cancellation Deadlines

1. A guaranteed reservation exists once payment from the guest has been received. A guaranteed reservation may be cancelled free of charge by the guest in accordance with the applicable cancellation conditions and by providing the reservation number. The guest's right of cancellation expires if they do not exercise their right to withdraw from the contract with Homebound by the agreed deadline.
2. After the cancellation deadlines have passed, cancellation is excluded and Homebound retains the right to the agreed remuneration — despite non-use of the service — less any expenses saved. The same applies in the event of a no-show or if the guest departs earlier than agreed. For multi-day guaranteed reservations, if the guest does not arrive, all subsequent nights from and including the second night will be cancelled, and the guest has no entitlement to the subsequent nights.
3. Simple reservations, i.e., reservations for which payment by the guest has not yet been guaranteed, are valid until 5 days prior to the arrival date. After 6:00 p.m. on that day, the reservation automatically expires free of charge. Homebound is entitled to rent the reserved room to someone else.

Overnight Prices and Other Prices

1. The prices indicated by Homebound at the time of contract conclusion apply. The applicable prices are gross total prices and include all statutory taxes, fees, and charges. Local charges owed directly by the guest under municipal law, such as visitor's tax, are not included and will be charged separately.
2. In the event of changes in tax, fee, or levy rates, as well as the effective introduction of new taxes, fees, or charges previously unknown to the Parties, Homebound reserves the right to adjust prices accordingly. For contracts with consumers, this applies only if more than four months pass between contract conclusion (booking confirmation) and price adjustment.
3. Homebound may make its consent to a subsequent reduction in the number of units booked, the services of Homebound, or the guest's length of stay conditional upon an increase in the price for the units and/or Homebound's other services.

Payment Terms

1. The price for the entire booked accommodation service must always be paid in advance by the guest.
2. Accepted means of payment are MasterCard, Visa Card, Diners Club, and JCB. Cash payments are excluded.
3. For fees subsequently incurred through additional services used or violations of the General Terms and Conditions — particularly contractual penalties — Homebound reserves the right to charge the amounts owed to the stored means of payment.
4. Invoices issued by Homebound without a due date are payable immediately upon receipt without deduction.

Use of Reserved Units

1. A reserved unit is available to the guest from 3:00 p.m. on the day of arrival until 10:00 a.m. on the day of departure. The guest has no entitlement to earlier or later provision.
2. Upon request and depending on availability, a later departure (late check-out) may be agreed with Homebound in advance. If Homebound approves a late check-out, it is entitled to charge EUR 10.00 per commenced hour for additional use of the unit. For departures after 2:00 p.m., the full daily rate (according to Homebound's homepage) will be charged. There is no contractual entitlement to a late check-out.
3. If a guest does not vacate the unit by 10:00 a.m., Homebound may charge 50% of the full daily rate (list price) for use until 2:00 p.m., and 100% thereafter.
4. Upon request and depending on availability, an earlier arrival (early check-in) may be agreed with Homebound in advance. If Homebound approves an early check-in, it may charge EUR 10.00 per commenced hour for the additional use of the unit. There is no contractual entitlement to an early check-in.

Resale

1. The resale, subletting, and/or onward transfer of booked units is prohibited. In particular, the onward transfer of units and/or unit allotments to third parties at prices higher than the actual unit prices is not permitted. The assignment or sale of the claim against Homebound is likewise not permitted. In such cases, Homebound is entitled to cancel the booking, especially if the guest has provided false information to the third party regarding the nature of the booking or payment.
2. Subletting the provided unit, using it for purposes other than accommodation, as well as the use of areas outside the rented premises for advertising activities, job interviews, sales events, or similar events requires prior express written consent from Homebound.
3. The use of the unit for purposes other than accommodation — in particular any commercial use by the guest — is expressly prohibited.

Liability of Homebound

1. If the contracting party is a consumer, the liability of the accommodation provider for slight negligence is excluded, except in cases of personal injury. Homebound refers to and limits liability in accordance with § 6 para. 1 no. 9 of the Austrian Consumer Protection Act.
2. If the contracting party is a business, the liability of the accommodation provider for slight and gross negligence is excluded. In this case, the contracting party bears the burden of proof for any fault. Consequential damages, immaterial damages, indirect damages, and loss of profit will not be compensated. Compensation is in all cases limited to the amount of the reliance interest.
3. If a parking space is made available to the guest, even for a fee, no storage contract is created. Homebound has no duty of supervision. In the event of loss or damage to motor vehicles or bicycles parked or manoeuvred on the property, or their contents, Homebound is only liable in cases of intent or gross negligence. The guest is obligated to report any damage immediately, and any obvious damage must in any case be

reported before leaving the parking facility. Homebound is not liable for damages caused solely by other guests or third parties.

4. All claims against Homebound generally expire within one year from the statutory beginning of the limitation period. This does not apply to consumers.

5. Homebound assumes no liability for lost property. Lost items will only be returned upon request, against reimbursement of costs and a handling fee of EUR 10.00. The accommodation provider undertakes to store such items for a period of thirty days.

6. Items left behind will be forwarded to the guest upon request at the guest's risk and expense. Homebound stores such items for thirty days and charges an appropriate customary fee based on the effort required for storage. After the storage period, items with recognisable value will be handed over to the local lost and found office.

7. § 1097 ABGB does not apply. Homebound is not liable for theft or damage to clothing or belongings brought by the guest or their companions.

8. Homebound assumes no responsibility or liability for damage, theft, or loss of items stored in the luggage room or placed in publicly accessible or communal areas.

Guest Data

1. To ensure communication with the guest, Homebound is required to collect the guest's email address and telephone number. To verify the guest's identity, Homebound is entitled to digitally request the following valid identification documents at check-in: a national ID card or passport for domestic guests; a passport for foreign guests, as well as valid credit card details.

2. If the identity of a guest cannot be clearly verified due to missing or incorrect documents, Homebound is entitled to cancel the booking.

3. To prevent fraudulent bookings, Homebound uses software solutions that calculate a so-called "fraud-prevention score" for each guest based on the data provided (email address, residential address, telephone number, credit card, etc.) and thus detect fraudulent bookings. If the software identifies such a booking, Homebound reserves the right to cancel the booking.

Termination of the Accommodation Contract

1. Homebound is entitled to terminate the accommodation contract for good cause. Good cause exists in particular if (i) force majeure or other circumstances not attributable to Homebound make the fulfilment of the accommodation contract impossible; (ii) units are booked culpably under misleading or false information or through the concealment of essential facts – such essential facts may include, but are not limited to, the identity of the guest, financial solvency, or the purpose of the stay; (iii) Homebound has reasonable grounds to assume that the use of the services may jeopardize smooth business operations, safety, or the reputation of Homebound and its locations in public, without such circumstances being attributable to Homebound's sphere of control; (iv) the purpose or reason for the stay is unlawful; or (v) in the case of resale / subletting and/or onward transfer (see section 7); (vi) good cause also exists if the guest otherwise violates the General Terms and Conditions.

2. Furthermore, Homebound is entitled to withdraw from the accommodation contract if it has been agreed in text form that the guest may withdraw from the accommodation contract free of charge within a specified period.
3. Homebound must notify the guest immediately of the exercise of the right of termination.
4. If termination by Homebound occurs due to circumstances attributable to the guest or for a reason pursuant to section 1 above, Homebound is entitled to cancel or refuse future bookings of the guest, including those already confirmed by Homebound.
5. In the case of justified termination by Homebound, the guest is not entitled to claim damages.

No Smoking in the Unit

1. All units are non-smoking units. It is therefore prohibited to smoke both in the communal areas and in the guest units.
2. Violating the general smoking ban constitutes a breach of contract and will be penalized by Homebound with a contractual fine of EUR 150.00. Any additional compensation claims for increased cleaning efforts or potential loss of revenue due to the temporary unavailability of the unit remain expressly reserved.
3. The smoke detectors installed in the building are directly connected to the fire department control centre or to the fire safety officer. In the event of negligent or intentional activation of the fire alarm system, the guest is fully liable, at least in the amount of the actual costs incurred.

No Parties in the Unit

1. Noise must generally be avoided in the booked unit, in the communal areas, and on the surrounding premises.
2. Parties or celebrations are not permitted in the premises.

Damage or Theft

1. The guest must treat the unit with care and, in particular, avoid heavy soiling. If soiling occurs that exceeds normal usage, whether during the guest's stay or after their departure, Homebound is entitled to charge an additional cleaning fee of at least EUR 50.00 (depending on the condition of the unit).
2. If damage occurs beyond normal wear and tear, or in cases of theft, Homebound is entitled to charge the guest for the damage as well as for the additional expenses required to rectify the damage, including potential loss of revenue resulting from the temporary inability to rent out the unit. Even slight negligence results in a compensation obligation for the guest.
3. The same applies to damages caused by third parties, insofar as they are present on the premises of Homebound at the invitation or with the consent of the guest.

4. The intentional damage of inventory, furnishings, or the unit itself constitutes a contractual violation and will be penalized by Homebound with a contractual fine of EUR 150.00 per incident. This also applies to the removal of inventory or furnishings or interference with technical systems, in particular smoke detectors.

Pets

1. Unauthorized pets incur a EUR 150.00 fee. Bringing a pet is only permitted upon request. Due to the additional cleaning effort required, Homebound charges EUR 30.00 per dog per stay.
2. Exceptions apply for guide dogs, hearing dogs, and other comparable service dogs. These may be brought along free of charge at any time, provided appropriate documentation is presented.
3. If a pet is found in a unit without authorization, Homebound will charge a flat fee of EUR 150.00 for special cleaning.

Maintenance

1. The guest is obligated to treat the provided unit, furnishings, and the rooms, facilities, and installations intended for communal use with care.
2. Furthermore, the guest is obligated, upon taking possession of the unit, to check the furnishings for completeness and proper condition and to report any complaints immediately to the accommodation provider.
3. The guest is liable for all damages to the provided unit, the furnishings, and the communal rooms, facilities, and installations that they or their visitors culpably cause through improper use and that are not attributable to normal wear and tear. The guest must report all damages to the provided unit to Homebound immediately.

Internet Use

Homebound provides the guest with internet access within the limits of existing technical and operational capabilities. Disruptions – for example due to force majeure, maintenance work, or similar circumstances – cannot be ruled out.

Data Protection

Homebound's data protection provisions can be found at:
<https://www.homebound-apartments.com/datenschutz>

Final Provisions

1. The furnishings of the unit and the respective service offerings on site correspond to the Homebound standard and may deviate from the country-specific criteria of the applicable star category.

2. Amendments and supplements, as well as the cancellation of the accommodation contract, the acceptance of the offer, or these General Terms and Conditions, must be made in writing. This also applies to the cancellation of this written form requirement. Unilateral changes or additions by the guest are invalid.
3. The place of performance and payment is the location of the respective accommodation facility.
4. The exclusive place of jurisdiction for commercial transactions is Salzburg.
5. Austrian law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and private international law provisions is excluded.
6. Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall not be affected. In all other respects, the statutory provisions apply.
7. The accommodation provider is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.