

General Terms and Conditions of feline KG

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Contract partner:

feline KG
Bieleldstrasse 4
Tel: +43 5252 6232
E-mail: info@tante-trude.at
Web: www.tante-trude.at
VAT ID: ATU 80465159
Company register number: FN 622987h

1. Scope of application

- 1.1. These General Terms and Conditions ("GTC") apply to the booking of accommodation services with feline KG, regardless of whether it is made via the online booking system or in any other way (in writing, verbally, by fax or by telephone). Feline KG only offers accommodation services (accommodation of persons) and therefore no package holidays or associated travel services within the meaning of the Package Travel Act.

2. Contractual relationship between feline KG and the guest

- 2.1. When booking accommodation services, the guest makes his/her booking directly with feline KG.
- 2.2. The person making the booking must be at least 18 years of age and expressly affirms that he/she is authorised to intervene on behalf of the (other) tour participants specified in the booking. Travellers under the age of 16 may only stay overnight at feline KG if a legal guardian or a responsible and authorised adult supervisor is present during the entire stay.
- 2.3. The contractual relationship between the guest and feline KG is concluded as follows:
 - **Booking via the feline KG website:**
In order to continue with the order process on the website, the guest is obliged to fill in all mandatory fields truthfully and completely. Any input errors by the guest shall be at the guest's expense. Feline KG only checks whether all mandatory fields have been filled in; the content is not checked for input errors. The guest must also confirm that they have read and accepted these GTC, the data protection declaration and the AGBH 2006. By sending the booking via the website (by clicking on the button "Confirm booking for € [offer price]"), the guest submits an offer to feline KG to conclude a contract. The guest is bound to this offer for 3 working days. The guest will then receive a confirmation of receipt by e-mail. This confirmation of receipt merely serves to inform the guest that the booking has been received by feline KG. It does not represent the acceptance of the contract offer by feline KG. As a rule, feline KG accepts the contractual offer by means of an express declaration of acceptance or by sending the travel documents, about which the guest is also informed. The text of the contract is not saved by feline KG. Together with the declaration of acceptance, you will receive the essential elements of the contract. Feline KG recommends that you save and/or print out the completed order and the applicable contractual conditions in this way.
 - **Booking via e-mail:** If the booking is made by e-mail, the guest will receive an offer from Feline KG, which - unless otherwise stated - is binding for 3 working days.

Within the open commitment period, the guest can conclude the contract in a legally binding manner by means of an express written message (e.g. e-mail).

- Booking via other channels: The conclusion of the contract follows the general legal principles.

- 2.4. Unless otherwise agreed in the individual agreement or in these General Terms and Conditions (e.g. different cancellation or payment conditions), the General Terms and Conditions for the Hotel Industry 2006 (AGBH 2006) shall apply to the travel contract concluded between the guest and feline KG. These are linked separately in the booking process and are always available at <http://tante-trude.at/en/service/gtc>. The contractual relationship between the guest and feline KG is thus determined by the individual agreement, these GTC and the AGBH 2006. In the event of deviations in content, the individual agreement shall take precedence over the other contractual components and these GTC shall take precedence over the AGBH 2006. The General Terms and Conditions of Travel (ARB 1992) recommended by the Association of Travel Agencies in agreement with the Travel Agency Committee of the Consumer Policy Advisory Board shall not apply.
- 2.5. Special requirements of the guest only become part of the contract if they are specified in the booking process and accepted by feline KG without objection.
- 2.6. Pets are only permitted to a limited extent. In this respect, prior consultation (before arrival) with feline KG is necessary and a price will be charged by separate agreement.

3. Prices and types of payment

- 3.1. The prices quoted in the booking offer are in euros (€), including VAT. Other costs and ancillary fees are shown separately.
- 3.2. In addition to the actual holiday price, the guest must also pay a final cleaning fee (€ 60 per stay for apartments with one bedroom and € 80 per stay for apartments with two bedrooms) and local taxes on departure at the latest.
- 3.3. Payment can be made by credit card (MasterCard, VISA), Apple Pay, Google Pay or by advance bank transfer to a feline KG bank account specified during the booking process. Any bank charges shall be borne by the guest. Cash payment is also possible on site. The availability of all individual payment options cannot be guaranteed.

4. Warranty, compensation for damages

- 4.1. In the event that contractually agreed travel services cannot be provided by feline KG or can only be provided inadequately or in the event that the guest suffers damage, the rights to which the contracting parties are entitled shall be governed by the statutory provisions.
- 4.2. Any breaches of contract that the guest perceives during the provision of the travel services agreed in the travel contract must be reported to feline KG immediately, taking into account the respective circumstances. The contact details of feline KG can be found at the top of this document. If the defect is not reported (in good time), this may be counted as contributory negligence on the part of the guest.
- 4.3. Except in cases of intent and gross negligence, feline KG is not liable for damage to objects that are not normally taken on journeys. This does not apply if feline KG has taken these items into safekeeping separately. Guests are therefore advised not to take any items of particular value with them and to store the items they do take properly.

5. Cancellation rights

- 5.1. The guest has the right (partially deviating from the AGBH 2006) to withdraw from the travel contract at any time before the start of the trip without giving reasons. Unless a cancellation of the contract by the guest without compensation is possible according to the statutory provisions or unless otherwise agreed individually, the guest must pay the following flat-rate compensation depending on the time of receipt of the cancellation notice by feline KG - unless otherwise stated in the service description by feline KG:

- Up to 3 months before the date of departure: 40 % of the total price of the booked services;
- from (less than) 3 months up to the 22nd day before departure: 50 % of the total price of the booked services;
- from the 21st day until the 15th day before departure: 70 % of the total price of the booked services;
- from the 14th day until the 7th day before departure: 85 % of the total price of the booked services;
- from the 6th day before the date of departure or without proper cancellation ("no show"): 95 % of the total price of the booked services.

Up to 3 months before the date of departure	(less than) 3 months - 22 days before departure	21 - 15 days before departure	14 - 7 days before departure	from the 6th day before departure or "no show"
40%	50%	70%	85%	95%

- 5.2. (Priority) individual cancellation conditions may also be specified during the booking process. Detailed information on the applicable regulations can be found in the offer and in the booking confirmation.
- 5.3. With regard to the services offered by feline KG concerning accommodation or in connection with leisure activities, whereby a specific time or period is provided for the fulfilment of the contract, there is no right of cancellation (right of withdrawal) in accordance with the FAGG (Section 18 (1) (10) FAGG).
- 5.4. If the guest departs prematurely, feline KG remains entitled to demand the full agreed remuneration. However, feline KG will deduct what it has saved as a result of the non-utilisation of the services or what it has received by renting the booked premises to other parties. Savings are only made if the respective type of accommodation is fully booked in the relevant period and the room can be rented to other guests due to the guest's cancellation.

6. Early termination of the flat-rate travel contract

- 6.1. Feline KG is entitled to terminate the travel contract with immediate effect if the guest makes significantly detrimental use of the rooms provided or if the guest's inconsiderate, offensive or otherwise grossly improper behaviour towards the other guests or the owner makes living together unpleasant or if the guest is infected with a contagious disease. In this case, the guest cannot demand compensation for services from the original travel contract that can then no longer be consumed.

7. Data protection

- 7.1. The guest acknowledges that various personal data will be processed when contacting feline KG (enquiry, booking, stay, participation in tours, etc.). Details can be found in the privacy policy of feline KG, which is available online (<https://www.tante-trude.at/pre-site/servicenavigation/datenschutz-cookies/>) or at the reception desk of feline KG. The guest acknowledges and agrees to this privacy policy.

8. Passport and visa requirements

- 8.1. Citizens of EU states, EEA states and Switzerland do not require a visa to enter the Republic of Austria (however, they must carry travel documents). All other nationals are generally subject to a visa requirement when entering the Schengen area or the federal territory of Austria. These persons therefore require a Schengen visa for visits (without gainful employment) of up to 90 days per 180-day period. Nationals of certain countries are exempt from this visa requirement. Further information on the special passport and visa requirements as well as the necessary health formalities can be obtained from the Federal Ministry for Europe, Integration and Foreign Affairs (<https://www.bmeia.gv.at/>).
- 8.2. The guest is responsible for complying with all passport, visa, customs and foreign exchange regulations as well as all health formalities.

9. Insurance

- 9.1. Feline KG itself does not offer travel insurance. It is recommended that you take out travel cancellation, travel liability, health and accident insurance. Through the agency of feline KG, various travel insurance policies can be purchased from Europäische Reiseversicherung AG, Kratochwilestrasse 4, 1220 Vienna, +43 (0) 1 317 25 00. In this case, however, the insurance contract is concluded directly between the guest and Europäische Reiseversicherung AG.

10. Choice of law, place of jurisdiction, dispute resolution

- 10.1. This contractual relationship and all resulting disputes are subject to Austrian substantive law, with the exception of the UN Convention on Contracts for the International Sale of Goods. This choice of law does not affect the protection afforded by the mandatory legal provisions of the country in which a consumer has his habitual residence.
- 10.2. Outside the scope of application of the EuGVVO and the KSchG, the Austrian court with subject-matter and local jurisdiction for the registered office of feline KG shall have exclusive jurisdiction for disputes arising from this contractual relationship.
- 10.3. The place of fulfilment for all services of feline KG and its vicarious agents is A-6433 Oetz.
- 10.4. If no agreement can be reached with a consumer in a dispute, we, as the competent state-recognised arbitration body within the meaning of the AStG (Alternative Dispute Resolution Act), will provide the arbitration service for consumer transactions (<http://verbraucherschlichtung.or.at/>). The European Commission provides a platform for online dispute resolution (ODR), which can be found at <https://ec.europa.eu/consumers/odr>. However, feline KG does not participate in out-of-court dispute resolution proceedings. Internal complaints procedures are also not applied.

11. Final provisions

- 11.1. Communication and the conclusion of the contract (contract language) shall be exclusively in German.
- 11.2. The invalidity of one or individual provisions of these GTC or of the contractual relationship governed by the GTC shall not affect the validity of the remaining agreement. The contracting parties undertake to replace the invalid provision(s) with a provision that comes as close as possible to the economic effect of the invalid provision(s).