

## General Terms and Conditions

### § 1 Operator of the Apartment Houses and Applicability of these Terms and Conditions

(1) The Apartment Houses are operated by phase2 projekt GmbH, Grabenstraße 41, A8712 Niklasdorf, VAT ID: ATU 67504649, Jurisdiction: Leoben, Company No.: 386371v (hereinafter referred to as "our company"). By booking a room/apartment, you enter into a contractual relationship with us.

(2) The following General Terms and Conditions apply in their valid form on the day of ordering for all contracts between our company and an orderer that are concluded by a written booking via email.

(3) Should individual provisions of these Terms and Conditions be entirely or partially invalid due to mandatory legal regulations (particularly the provisions of the Consumer Protection Act), the remaining provisions shall remain unchanged in effect.

### § 2 Conclusion of Contract

The room offers on our website do not constitute a legally binding contractual offer from our side but are to be understood as a non-binding invitation for customers to inquire about bookings. With the booking request via email, the customer submits a binding offer for booking. The contract is concluded upon acceptance of the booking request by our company, either by sending a booking confirmation by post or email within 14 days.

### § 3 Prices, Shipping Costs, Payment

(1) The agreed price per bed per night is as specified in the booking confirmation.

(2) The indicated prices are net prices excluding meals, plus 10% VAT and a tourism fee of €2.50 per person per night for the first 14 days. Cleaning costs are charged once at the beginning of the stay at €25 per person (excluding 10% VAT) for stays of 4 weeks or longer; for stays up to 4 weeks, the cleaning fee applies per apartment. If the apartment/room is left excessively dirty or with a strong odor, we reserve the right to charge an additional reasonable cleaning fee, calculated at €52 plus 10% VAT per hour.

(3) The company that made the booking has the exclusive option to pay via bank transfer.

### § 4 Liability for Damages

We reserve the right to charge for damages caused by guests as well as missing items (cutlery, dishes, furniture, keys, decor, etc.) after departure to the company that made the booking. We expressly state that this bill will not be charged directly to the individual guest.

## § 5 Cancellation Policy

(1) Cancellation of the booking incurs the following cancellation fees:

- up to 15 days before arrival: 50%
- from 15 days before arrival: 100%

There is no possibility to shorten the rental period. If the rooms are not needed for the entire rental duration, the full rental amount must still be paid. The cancellation fee is calculated based on the total gross amount of the invoice (excluding the tourism fee).

For bookings at special event rates (Formula 1, MotoGP, Airpower, etc.), cancellation fees of 100% apply regardless of when the cancellation occurs.

## § 7 Website

(1) The information, images, text, or pictures (hereinafter referred to as "contents") on the website <http://www.phase2.at> ("this website") are protected by copyright laws. Contents may be used for personal educational purposes. Changes to the contents are not permitted, and use of the contents for other purposes is prohibited without our company's written consent. Unless contractually agreed, it is prohibited to reproduce, publish, distribute, or transmit contents of this website.

(2) This website provides data and information, as well as information from other websites via hyperlinks (internet links). This data and information are solely for informational purposes, without any guarantee of accuracy, timeliness, or completeness.

(3) We cannot guarantee that the information on this website applies to all countries. You visit this website on your own initiative, and you are responsible for complying with the laws of public order in your country!

(4) We reserve the right to change or update information without prior notice. In particular, the displayed products may be changed or discontinued at any time.

(5) Access to and use of this website and its contents are at your own risk. You are solely responsible for protecting yourself from viruses and other destructive or harmful files or elements.

## § 8 Data Protection

(1) You can generally visit this website without providing any personal information. We only store access data without personal reference. This data is evaluated solely for the improvement of our offerings and does not allow any conclusions about your person.

(2) Your personal data is only collected and used if you register or your visit leads to a contractual relationship. We collect, process, and use your data in connection with your order or other use of the online shop only if you give your consent or if a legal regulation allows it.

(3) The customer acknowledges that the use of the data mentioned in the contract regarding the customer is stored and processed for accounting and customer records. The data is used to fulfill legal obligations and to process payment transactions. Customer data will not be shared with third parties unless it is absolutely necessary for contract execution.

## § 9 Jurisdiction and Applicable Law

(1) All agreements according to these Terms and Conditions are subject exclusively to Austrian law, excluding the UN Sales Convention.

(2) For disputes, the court with jurisdiction at the registered office of our company is exclusively responsible; for consumers in the sense of the Consumer Protection Act, the jurisdiction of the residence, habitual residence, or place of employment according to § 14 KSchG applies.

Status of the Terms and Conditions: October 2024

Jurisdiction: Leoben

**phase2**  
projekt GmbH