

1 Introductory provisions

- 1.1 The operator of the ClearVueHome.com website, Vladimir und Zuzana Mikolaj, VAT number: ATU74477746 (hereinafter referred to as the "*operator*"), is the owner of apartments consisting of entrance hall, corridor, kitchen, bathroom, toilet and bedroom/living room on Erdbergstraße, 1030, Wien (advertised as "*Green Studio 10min to Vienna Center*", referred to as "*Erdbergstrasse apartment*") and on Schrotzbergstraße, 1020, Wien (advertised as "*Quiet 54 m2 Apt Vienna Messe-Prater*", referred to as "*Schrotzbergstrasse apartment*"). The operator provides accommodation in private with only basic services without catering, without cleaning, without reception, with self check-in (hereinafter referred to as the "*accommodation*").
- 1.2 The subject of these terms and conditions is the regulation of the mutual rights and obligations of the operator and persons who use the operator's apartment on a contractual basis (hereinafter referred to as the "*client*"). The client is obligated to ensure compliance with these terms and conditions (hereinafter referred to as "*T&C*") also by people who live in the apartment together with the client. The condition of the apartment is documented by the photos displayed in the gallery of the apartment on the website www.clearvuehome.com on the day of the reservation creation. The gallery is updated after the end of each rental period. The creation of a reservation is governed by these T&C.

2 Online reservation and payment conditions

- 2.1 A pending reservation is a reservation form filled out and submitted by the client through the website www.clearvuehome.com.
- 2.2 The length of a rental period can range from 1 to 6 months. The operator will process a pending reservation no later than 48 hours from the moment of receiving it. Within this timeframe, the operator may accept the pending reservation or decline it without stating a reason. If the operator accepts the pending reservation, the client will receive an email titled "*reservation confirmation*" containing the assigned reservation number. Additionally, the email will also contain a link to a guest registration form to be submitted and a link to a tenancy agreement (hereinafter referred to as a "*rental contract*") to be signed, corresponding to the apartment that is the subject of the confirmed reservation.
- 2.3 Each of the two operator's apartments has a separate **guest registration form**. The guest registration form associated with the Erdbergstrasse apartment is available via the following link: <https://form.jotform.com/212512839692360>. The guest registration form associated with the Schrotzbergstrasse apartment is available via the following link: <https://form.jotform.com/240433016887356>. The guest is required to fill out and submit the guest registration form before signing the rental contract. The guest registration form also includes the operator's House Rules, which need to be accepted before the form can be submitted. The client is required to submit the guest registration form within 3 days of the reservation being confirmed by the operator.
- 2.4 The client is also required to carefully read and sign the **rental contract**. The operator has to receive the signed rental contract within 3 days of the reservation being confirmed by the operator.
- 2.5 If the client does not submit the guest registration form and sign the contract within the specified timeframe, the confirmed reservation is canceled and the operator will inform the client of the cancellation by email.
- 2.6 The initial rental payment consists of the monthly rent and a one-time cleaning fee. The client is obliged to transfer advanced payments of the initial rental payment and a deposit equal to the monthly rent in such way that the payments are credited to the operator's bank account within 4 days of signing the rental contract. In case of a last-minute reservation (created less than 9 days before the start of the rental period), the client's deadlines of 3 days for signing the contract and 4 days for crediting the operator's bank account are no longer relevant. This is because, in such a case, the initial rental payment and the deposit must be credited to the operator's bank account at least 24 hours before the start of the rental period and the contract must be already signed before the client makes the payment.
- 2.7 The initial rental payment, the deposit and any further rental payments are to be paid via **bank transfer** to the operator's bank account, which is IBAN: AT77 1912 0806 4259 1772, BIC: SPBAATWWB99, Bank 99 AG. The client bears all bank charges associated with the execution of the bank transfer. The operator will inform the client by email about the receipt of each payment.
- 2.8 After the operator receives the initial rental payment and the deposit, the operator will send instructions for self check-in and additional accommodation details to the client by email.
- 2.9 In case the initial rental payment and the deposit are not paid as agreed above, the tenancy agreement will end automatically with immediate effect. Further rental payments upfront each month until the 1st day of the month. In case of non-payment of further rental payments within the specified time-frame, the operator will inform the client that he/she is in payment delay. The grace period of 5 days applies from the time that the operator informs the client of the payment delay. If the payment is not credited to the operator's bank account within this grace period, the tenancy agreement will end with immediate effect.
- 2.10 The monthly rent includes reasonable costs for electricity, gas, hot and cold water, municipal waste disposal,

house administration, Wi-Fi internet and internet TV. For example, if heating is running on “high” and windows are open which creates abnormally high costs, the operator might charge extra according to the fair use principle outlined in point 2.11.

- 2.11 “Fair use principle”: The operator informs the client of the gas and electricity meter readings before the start of the rental period. The Schrotzbergstrasse apartment’s average annual consumption of electricity is 1552 kWh and of gas is 4545 kWh. The Erdbergstrasse apartment’s average annual consumption of electricity is 1027 kWh and of gas is 6995 kWh. These values were determined while the apartments were predominantly occupied for the whole year. After the end of the rental period, the operator evaluates the meter readings, and if the consumption exceeds 25% of the stated values, the operator might charge an extra amount based on the last annual invoice of the utility provider company “Wien Energie”. These are 0.317 EUR/kWh for electricity and 0.181 EUR/kWh for gas, both including VAT for the Schrotzbergstrasse apartment, and 0.335 EUR/kWh for electricity and 0.205 EUR/kWh for gas, both including VAT for the Erdbergstrasse apartment.

3 Changes and cancellations

- 3.1 A withdrawal from the contract during the rental period is subject to a notice period of 1 month at the end of each month and results in the obligation to pay for the period of actual stay and for the notice period.
- 3.2 In the event of **non-use of the reserved accommodation within the agreed scope** for any reason on part of the client, the client is not entitled to any financial or non-financial compensation or damages.
- 3.3 In the event that the operator is not able to provide the client with accommodation in whole or in part after confirming the reservation but before the start of the rental period (due to operational reasons, capacity reasons, and other serious circumstances), the operator will immediately inform the client of this fact by e-mail, the client's reservation will be canceled, and the operator will refund the client the paid rental price and deposit in the same way it was made, within 7 days from the day following the reservation cancellation by the operator.
- 3.4 The operator is under no obligation to provide the client with accommodation at all or to the agreed extent in the event of the occurrence of circumstances excluding liability. Circumstances excluding liability are the so-called vis major (natural disasters, strikes, war conflicts, disasters, interruption of supplies, etc.) that make it impossible or disrupt the fulfillment of the operator's obligations. In the event of the occurrence of the so-called vis major, the operator is obliged to immediately inform the client about this fact. The client is not entitled to compensation for any damage caused as a result of extenuating circumstances excluding liability.

4 Final provisions

- 4.1 In the event of a serious breach of the client's obligations during the rental period, the operator reserves the right to terminate the client's accommodation and request the client to immediately vacate the apartment.
- 4.2 The client and the operator declare that they understand the content of these T&C, agree with their content, their consent is a manifestation of their free will and they voluntarily undertake to fulfill them.