

## GENERAL TERMS AND CONDITIONS

### § 1 SCOPE OF APPLICATION

**1.1** These General Terms and Conditions govern the mutual rights and obligations between the Proprietor and the Guest.

**1.2** These General Terms and Conditions do not affect the right to conclude special agreements. Insofar as a special agreement concluded with the guest therefore conflicts with the General Terms and Conditions, this special agreement shall take precedence over these General Terms and Conditions. The provisions of these General Terms and Conditions that are not affected by the special agreement shall remain in full force and effect.

### § 2 DEFINITIONS

**2.1** Definitions of terms:

"Accommodation provider": is a natural or legal person who accommodates guests in return for payment.

"Guest": is a natural person who makes use of accommodation. The guest is usually also the contracting party. Persons travelling with the contracting party (e.g. family members, friends, etc.) are also considered guests.

"Party": A natural or legal person in Austria or abroad who concludes an accommodation contract as a guest or on behalf of a guest.

"Consumer" and "Entrepreneur": The terms are to be understood in the sense of the Consumer Protection Act (KSchG).

"Accommodation contract": Is the contract concluded between the accommodation provider and the contracting party, the content of which is regulated in more detail below.

### **§ 3 CONCLUSION OF CONTRACT - DOWN PAYMENT, PRICES**

**3.1** The Accommodation Agreement shall be deemed concluded upon acceptance of the Party's order by the Proprietor. Electronic declarations shall be deemed to have been received if the party for whom they are intended can retrieve them under normal circumstances and they are received during the published business hours of the Proprietor.

**3.2** The Proprietor shall be entitled to conclude the Accommodation Agreement subject to the condition that the Party makes a down payment. In this case, the Proprietor shall be obliged to inform the Party of the required down payment before accepting the written or oral order of the Party. If the Party agrees to the down payment (in writing or orally), the Accommodation Agreement shall be deemed concluded upon receipt by the Proprietor of the declaration of consent regarding the payment of the down payment by the Party.

**3.3** The contractual partner is obliged to pay the deposit no later than 7 days (incoming) before the accommodation. The costs for the money transaction (e.g. transfer charges) shall be borne by the Party. For credit and debit cards, the respective terms and conditions of the card companies shall apply.

**3.4** The down payment is an instalment of the agreed fee.

**3.5** Which services are contractually agreed can be seen from the details in the reservation confirmation or from the hotel's descriptions. Listed catalogue or list prices are inclusive prices and include service charge and value added tax (VAT).

**3.6** A refund or reduction for services agreed but not utilised is excluded.

**3.7** If the statutory value added tax **changes** after conclusion of the contract, the agreed price shall change accordingly.

#### **§ 4 START AND END OF ACCOMMODATION**

**4.1** Unless the Proprietor offers a different time of occupancy, the Party shall have the right to move into the rented rooms from 3.00 p.m. on the agreed day ("Arrival Day").

**4.2** If a room is occupied for the first time before 6.00 a.m., the previous night counts as the first overnight stay.

**4.3** The rented rooms must be vacated by the contractual partner on the day of departure by 11.00 a.m. The accommodation provider is entitled to charge an additional day if the rented rooms are not vacated on time.

#### **§ 5 WITHDRAWAL FROM THE ACCOMMODATION CONTRACT - CANCELLATION FEE**

##### **Cancellation by the accommodation provider**

**5.1** If the Accommodation Agreement provides for a down payment and the down payment has not been made by the Party in due time, the Proprietor may rescind the

Accommodation Agreement without granting a grace period.

**5.2** If the contractual partner has paid a deposit (see 3.3), the premises shall remain reserved until 11.00 a.m. on the day following the agreed day of arrival at the latest.

**5.3** Unless otherwise agreed, the accommodation contract may be cancelled by the accommodation provider for objectively justified reasons by means of a unilateral declaration no later than 3 months before the agreed date of arrival of the contracting party.

#### **Withdrawal by the contractual partner - cancellation fee**

**5.5** The accommodation contract may be terminated by unilateral declaration by the contracting party no later than 30 days before the agreed date of arrival of the guest without payment of a cancellation fee.

**5.6** Outside the period specified in § 5.5, withdrawal by unilateral declaration by the contractual partner is only possible subject to payment of the following cancellation fees:-3 days until the day of arrival: 100% of the total package price including third-party services.

#### **Obstructions to the journey**

**5.7** If the Party is unable to arrive at the accommodating establishment on the day of arrival due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, flooding, etc.), the Party shall not be obliged to pay the agreed remuneration for the days of arrival. However, the Party shall be obliged to inform the Proprietor of the occurrence of such an event without undue delay, if possible.

**5.8** The obligation to pay for the booked stay shall be revived from the date of arrival if arrival is possible again within three days.

## § 6 PROVISION OF ALTERNATIVE ACCOMMODATION

**6.1** The Proprietor may provide the Party or the guests with adequate substitute accommodation (of the same quality) if this is reasonable for the Party, in particular if the deviation is minor and objectively justified.

**6.2** An objective justification is given, for example, if the room(s) has (have) become unusable, guests already accommodated extend their stay, there is an overbooking or other important operational measures necessitate this step.

**6.3** Any additional expenses for the replacement accommodation shall be borne by the accommodation provider.

## § 7 RIGHTS OF THE CONTRACTUAL PARTNER

**7.1** By concluding an accommodation contract, the contractual partner acquires the right to the customary use of the rented rooms, the facilities of the accommodation establishment, which are usually accessible to the guests for use without special conditions, and to the customary service.

**7.2** The contractual partner must exercise his rights in accordance with any hotel and/or guest guidelines (house rules).

## § 8 OBLIGATIONS OF THE CONTRACTUAL PARTNER

**8.1** The contractual partner is obliged to pay the agreed remuneration plus any additional amounts incurred due to the separate utilisation of services by him and/or the guests accompanying him plus statutory VAT by the time of departure at the latest. Payments must be made in cash, by Maestro (debit card) or with the following credit cards: American Express, Mastercard, Diners Club, VISA.

Payment with vouchers issued or accepted by the accommodation provider is equivalent to payment in cash.

**8.2** The Proprietor shall not be obliged to accept foreign currencies. If the Proprietor accepts foreign currencies in individual cases, these shall be accepted in payment at the current exchange rate. The Party shall bear all associated costs, such as enquiries with credit card companies, exchange fees, telegrams, etc.

**8.3** The Party shall be liable to the Proprietor for any damage caused by the Party or the Guest or other persons who accept services from the Proprietor with the knowledge or will of the Party.

## **§ 9 RIGHTS OF THE ACCOMMODATION PROVIDER**

**9.1** If the Party refuses to pay the agreed remuneration or is in arrears, the Proprietor shall be entitled to the statutory right of retention pursuant to Section 970c of the Austrian Civil Code (ABGB) and the statutory lien pursuant to Section 1101 ABGB on the items brought in by the Party or the Guest. The Proprietor shall also be entitled to this right of retention or lien to secure its claim arising from the Accommodation Agreement, in particular for catering, other expenses incurred on behalf of the Party and for any claims for compensation of any kind.

**9.2** Any use of the rooms provided by the Guest that deviates from the Agreement shall entitle the Proprietor to terminate the contractual relationship without notice, without this reducing the entitlement to the agreed remuneration.

**9.3** The Proprietor shall have the right to invoice or interim invoice its services at any time.

## **§ 10 OBLIGATIONS OF THE ACCOMMODATION PROVIDER**

**10.1** The Proprietor shall be obliged to provide the agreed services to an extent corresponding to its standard.

**10.2** Special services of the accommodation provider that are not included in the accommodation fee and **that are subject to labelling shall be paid for separately.**

#### **§ 11 LIABILITY OF THE ACCOMMODATION PROVIDER FOR DAMAGE TO PROPERTY BROUGHT IN**

**11.1** The Proprietor shall be liable pursuant to §§ 970 et seq. of the Austrian Civil Code (ABGB) for the items brought in by the Party. The Proprietor shall only be liable if the items have been handed over to the Proprietor or to the persons authorised by the Proprietor or have been brought to a place instructed or designated for this purpose by the Proprietor. If the Proprietor is unable to prove this, the Proprietor shall be liable for its own fault or the fault of its employees as well as the outgoing and incoming persons. Pursuant to Section 970 (1) ABGB, the Proprietor shall be liable up to a maximum of the amount stipulated in the Federal Act of 16 November 1921 on the Liability of Innkeepers and Other Entrepreneurs, as amended. If the contracting party or the guest does not immediately comply with the accommodation provider's request to deposit their belongings in a special storage location, the accommodation provider shall be released from any liability. The amount of any liability of the Proprietor shall be limited to a maximum of the liability insurance sum of the respective Proprietor. Any fault on the part of the contractual partner or guest shall be taken into account.

**11.2** The Proprietor shall not be liable for slight negligence. If the Party is an entrepreneur, liability shall also be excluded for gross negligence. In this case, the Party shall bear the burden of proof for the existence of fault. Consequential damage or indirect damage as well as lost profits shall not be compensated under any circumstances.

**11.3** The Proprietor shall only be liable for valuables, money and securities up to the current amount of € 550.00. The Proprietor shall only be liable for any damage exceeding this amount if it has accepted these items for safekeeping with knowledge of their nature or in the event that the damage was caused by itself or one of its employees. The limitation of liability pursuant to 12.1 and 12.2 shall apply mutatis mutandis.

**11.4** The Proprietor may refuse the safekeeping of valuables, money and securities if the items in question are significantly more valuable than those usually deposited by guests of the accommodation establishment in question.

**11.5** In any case of assumed storage, liability shall be excluded if the Party and/or Guest fails to notify the Proprietor of the damage incurred without undue delay after becoming aware thereof. Moreover, such claims shall be asserted in court within three years from the date of knowledge or possible knowledge by the Party and/or the Guest; otherwise the right shall lapse.

## **§ 12 LIMITATIONS OF LIABILITY**

**12.1** If the Party is a Consumer, the Proprietor's liability for slight negligence, with the exception of personal injury, shall be excluded.

**12.2** If the Party is an Entrepreneur, the Proprietor's liability for slight and gross negligence shall be excluded. In this case, the contractual partner shall bear the burden of proof for the existence of fault. Consequential damage, immaterial damage or indirect damage as well as lost profits shall not be compensated. The damage to be compensated shall in any case be limited to the amount of the legitimate interest.

**12.3** In the case of free transport of persons and luggage, the Proprietor's liability for personal



injury and damage to property shall be limited to the statutory motor vehicle insurance. Liability for losses and delays shall be excluded entirely. The Proprietor shall be indemnified and held harmless by the Party.

### **§ 13 ANIMAL HUSBANDRY**

**13.1** Animals may only be brought to the accommodation establishment with the prior consent of the accommodation provider and, if necessary, for a special fee.

**13.2** The contractual partner who takes an animal with him is obliged to keep or supervise this animal properly during his stay or to have it kept or supervised by a suitable third party at his own expense.

**13.3** The Party or Guest bringing along an animal shall have appropriate animal liability insurance or private liability insurance that also covers possible damage caused by animals. Proof of such insurance shall be provided upon request by the Proprietor.

**13.4** The Party and/or its insurer shall be jointly and severally liable to the Proprietor for any damage caused by animals brought along. In particular, the damage shall also include any compensation payable by the Proprietor to third parties.

### **§ 14 EXTENSION OF THE ACCOMMODATION**

**14.1** The Party shall not be entitled to an extension of their stay. If the Party notifies the Proprietor of its desire to extend the stay in good time, the Proprietor may agree to the extension of the Accommodation Agreement. The Proprietor shall be under no obligation to do so.

**14.2** If the Party is unable to leave the accommodating establishment on the day of departure due to unforeseeable extraordinary circumstances (e.g. extreme

snowfall, flooding, etc.), the Accommodation Agreement shall be automatically extended for the duration of the impossibility of departure. A reduction of the fee for this period shall only be possible if the Party is unable to make full use of the services offered by the accommodating establishment due to the extraordinary weather conditions. The accommodation provider shall be entitled to demand at least the fee that corresponds to the price usually charged in the low season.

#### **§ 15 TERMINATION OF THE ACCOMMODATION CONTRACT - PREMATURE CANCELLATION**

**15.1** If the Accommodation Agreement was concluded for a fixed term, it shall end upon expiry of the term.

**15.2** If the Party cancels early, the Proprietor shall be entitled to demand the full agreed remuneration. The Proprietor shall deduct what it has saved as a result of the non-utilization of its services or what it has received by renting the booked rooms to other parties. Savings shall only be deemed to have been made if the accommodation establishment is fully booked at the time the rooms ordered by the guest are not used and the room can be rented to other guests due to the cancellation by the contracting party. The burden of proof of the savings shall be borne by the contracting party.

**15.3** The contract with the accommodation provider ends upon the death of a guest.

**15.4** If the accommodation contract was concluded for an indefinite period, the contracting parties may terminate the contract by 10.00 a.m. on the third day before the intended end of the contract.

**15.5** The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect for good cause, in particular if the Party or the Guest

- a) makes significantly detrimental use of the premises or, through his or her inconsiderate, offensive or otherwise grossly improper behaviour, makes it unpleasant for the other guests, the owner, the owner's staff or third parties living in the accommodation establishment to stay together or is guilty of an offence against property, morality or physical safety towards these persons that is punishable by law;
- b) is afflicted by an infectious disease or an illness that extends beyond the period of accommodation or otherwise becomes in need of care;
- c) fails to pay the invoices submitted when due within a reasonably set period (3 days).

**15.6** If the fulfilment of the contract becomes impossible due to an event deemed to be force majeure (e.g. natural disasters, strike, lockout, official orders, etc.), the Proprietor may terminate the Accommodation Agreement at any time without observing a notice period, unless the contract is already deemed terminated by law or the Proprietor is released from its obligation to provide accommodation. Any claims for damages etc. by the Party shall be excluded.

#### **§ 16 ILLNESS OR DEATH OF THE GUEST**

**16.1** If a Guest falls ill during his/her stay at the accommodating establishment, the Proprietor shall provide medical care at the Guest's request. If there is imminent danger, the Proprietor shall arrange for medical care even without a special request from the Guest, in particular if this is necessary and the Guest is unable to do so himself.

**16.2** As long as the guest is unable to make decisions or the guest's relatives cannot be contacted, the accommodation provider shall provide medical treatment at the guest's expense. However, the scope of these care measures shall end at the time when the guest is able to make decisions or the relatives have been notified of the case of illness.

**16.3** The Proprietor shall be entitled to claim compensation from the Party and the Guest or, in the event of death, from their legal successors for the following costs in particular:

- a) outstanding medical costs, costs for patient transport, medication and medical aids
- b) room disinfection has become necessary,
- c) linen, bed linen and bed furnishings that have become unusable, otherwise for the disinfection or thorough cleaning of all these items,
- d) restoration of walls, furnishings, carpets, etc., insofar as these have been soiled or damaged in connection with the illness or death,
- e) Room rent, insofar as the room has been used by the guest, plus any days on which the rooms cannot be used due to disinfection, evacuation or similar,
- f) any other damage incurred by the accommodation provider.

#### **§ 17 PLACE OF FULFILMENT; PLACE OF JURISDICTION AND CHOICE OF LAW**

**17.1** The place of fulfilment is the place where the accommodation establishment is located.

**17.2** This contract shall be governed by Austrian formal and substantive law to the exclusion of the rules of private international law (in particular IPRG and EVÜ) and the UN Convention on Contracts for the International Sale of Goods.

**17.3** The exclusive place of jurisdiction for bilateral business transactions shall be the domicile of the Proprietor, whereby the Proprietor shall also be entitled to assert its rights before any other court with local and subject-matter jurisdiction.

**17.4** If the accommodation contract was concluded with a contractual partner who is a consumer and has their place of residence or habitual abode in Austria, legal

action against the consumer may only be brought at the consumer's place of residence, habitual abode or place of employment.

**17.5** If the accommodation contract was concluded with a contractual partner who is a consumer and whose place of residence is in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the court with local and subject-matter jurisdiction for the consumer's place of residence shall have exclusive jurisdiction for actions against the consumer.

## **§ 18 MISCELLANEOUS**

**18.1** Unless the above provisions provide otherwise, a time limit shall commence upon delivery of the document ordering the time limit to the contracting parties, who must observe the time limit. When calculating a time limit which is determined by days, the day in which the time or event falls on which the start of the time limit is to be based shall not be included. Time limits determined by weeks or months refer to that day of the week or month which corresponds by its name or number to the day from which the time limit is to be counted. If this day is missing in the month, the last day of this month shall be decisive.

**18.2** Declarations must be received by the other contracting party on the last day of the deadline (midnight).

**18.3** The Proprietor shall be entitled to offset its own claims against claims of the Party. The Party shall not be entitled to set off its own claims against claims of the Proprietor unless the Proprietor is insolvent or the Party's claim has been established by a court or recognized by the Proprietor.

**18.4** In the event of loopholes, the relevant statutory provisions shall apply.

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**18.5** Information of any kind is provided to the best of our knowledge, but without guarantee.

**18.6** Found items shall only be forwarded upon request against reimbursement of costs. The Proprietor undertakes to store the items for up to 6 months. After this period, the items will be disposed of.

**18.7** Messages, mail and consignments of goods shall be handled with care for the guests. The Proprietor shall be responsible for the storage, delivery and forwarding of such items upon request. However, liability for loss, delay or damage is excluded.

**18.8** We reserve the right to correct errors as well as printing and calculation errors.

**18.9** Verbal agreements shall only become effective once they have been confirmed in writing by the accommodation provider.

**18.10** Should one of the above provisions be invalid, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to it.