



## GENERAL TERMS AND CONDITIONS

### 1. Scope

- 1.1 These General Terms and Condition shall govern the mutual rights and obligations between the Host and the Guest.
- 1.2 These General Terms and Conditions shall not affect the right to conclude special agreements. Insofar as a special agreement concluded with the Guest conflicts with these General Terms and Conditions, this special agreement shall therefore take precedence over these General Terms and Conditions. The provisions of these General Terms and Conditions not affected by the special agreement shall remain in full force and effect.

### 2. Definitions

#### 2.1 Definitions:

- “Host”:  
Is a natural or legal person who accommodates guests for remuneration.
- “Guest”:  
Is a natural person who makes use of accommodation. The Guest is usually also the Contractual Partner. Persons who arrive with the Contractual Partner (e.g., family members, friends etc.) are also considered guests.
- “Contractual Partner”:  
Is a natural or legal person, domestic or foreign, who concludes an



Accommodation Agreement as a guest  
or for a guest.

“Consumer” and “Entrepreneur”: These terms shall be understood in the sense of the Consumer Protection Act (Konsumentenschutzgesetz, KSchG).

“Accommodation Agreement”: Is the contract concluded between the Host and the Contractual Partner, the content of which is regulated in more detail below.

### 3. Conclusion of the Agreement - deposit

3.1 The Accommodation Agreement shall be concluded once the Host accepts the Contractual Partner's order. Electronic declarations shall be deemed received if the party to whom they are addressed is able to retrieve them under normal circumstances and if they are received during the Host's published business hours.

3.2 The Host shall be entitled to conclude the Accommodation Agreement, as well as the agreement on the provision of the event rooms/seminar rooms, on condition that the Contractual Partner pays a deposit. In this case, the Host shall be obliged to inform the Contractual Partner of the required deposit before accepting the Contractual Partner's written or oral order. If the Contractual Partner agrees to the deposit (in writing or orally), and once the Host receives the Contractual Partner's declaration of consent to the deposit payment, the Accommodation Agreement shall be concluded .

3.3 The Contractual Partner shall pay the deposit no later than 7 days (receipt) prior to the accommodation. The Contractual Partner shall bear the costs in



case of a monetary transaction (e.g., transfer charges). For credit and debit cards, the respective conditions of the card issuer shall apply.

3.4 The deposit is a partial payment of the agreed fee.

#### 4. Start and end of accommodation

4.1 Unless the Host offers a different occupancy time, the Contractual Partner shall be entitled to occupy the rented rooms from 03.00 p.m. on the agreed day ("day of arrival").

4.2 If a room is occupied for the first time before 06.00 a.m., the previous night shall be deemed the first overnight stay.

4.3 The Contractual Partner shall vacate the rented rooms by 11.00 a.m. on the day of departure. If the rented rooms are not vacated in due time, the Host shall be entitled to charge for an additional day.

#### 5. Withdrawal from the Agreement - Cancellation fee

##### Withdrawal by the Host

5.1 If the Accommodation Agreement provides for a deposit and the Contractual Partner has not paid the deposit in due time, the Host may withdraw from the Accommodation Agreement without granting a grace period.



- 5.2 If the Guest fails to arrive by 6 p.m. on the agreed date of arrival, the Host shall not be obliged to accommodate the Guest, unless a later date of arrival has been agreed.
- 5.3 If, on the other hand, the Contractual Partner has paid a deposit (see 3.2), the facilities shall remain reserved until 11.00 a.m. at the latest on the day following the agreed day of arrival. If more than four days have been paid in advance, the obligation to accommodate shall end at 06.00 p.m. on the fourth day, whereby the day of arrival shall be deemed to be the first day, unless the Guest notifies a later day of arrival.
- 5.4 The Host may terminate the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration up to a maximum of 3 months before the agreed date of the Contractual Partner's arrival, unless agreed otherwise.

#### **Withdrawal by the Contractual Partner - Cancellation fee**

- 5.5 The Contractual Partner may unilaterally terminate the Accommodation Agreement up to a maximum of 30 days before the agreed date of the Guest's arrival without paying a cancellation fee.
- 5.6. Beyond the period stipulated in clause 5.5, the Accommodation Agreement may only be terminated by unilateral declaration of the Contractual Partner upon payment of the following cancellation fees:
- 29 to 10 days prior to the date of arrival: 50%;
  - 9 to 4 days prior to the date of arrival: 70%;
  - on the 3<sup>rd</sup> or 2<sup>nd</sup> day prior to the date of arrival: 90%;



- on the day of arrival: 100%;

in each case from the total price arranged.

### Prevention of arrival

- 5.7 If the Contractual Partner is unable to arrive at the accommodation establishment on the day of arrival due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, floods, etc.), which render all means of arrival impossible, the Contractual Partner shall not be obliged to pay the agreed remuneration for the days of arrival. However, the Contractual Partner shall be obliged to inform the Host immediately of the occurrence of such an event, if possible.
- 5.8 The obligation to pay the fee for the booked stay shall come into force again from the time of arrival, if the arrival becomes possible again within three days.
- 5.9 The Contractual Partner may cancel treatments (massages/beauty treatments, therapy treatments) by unilateral declaration up to 24 hours before the agreed appointment for such treatment without having to pay a cancellation fee. After this time, treatments shall be paid for in full.
- 5.10 The Contractual Partner shall be entitled to cancel event rooms/seminar rooms it has booked by means of unilateral declaration, subject to the corresponding application of the cancellation provisions under clauses 5.5 and 5.6.



If the Contractual Partner cancels third-party services it has ordered (e.g., special presentation electronics, catering, etc.), the Contractual Partner shall pay for such services to the extent that the Host has to pay costs/remuneration to the third party. However, the Host shall endeavour to cancel these third-party services with this third party within 5 calendar days after cancellation by the Contractual Partner.

## 6. Provision of substitute accommodation

6.1 The Host shall be entitled to provide the Contractual Partner and/or the Guests with adequate substitute accommodation (of the same quality) if this is reasonable for the Contractual Partner, especially if the deviation is minor and objectively justified.

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

6.3 Any additional expenses for the substitute accommodation shall be borne by the Host.

## 7. Rights of the Contractual Partner

7.1 By entering into an Accommodation Agreement, the Contractual Partner shall acquire the right to the customary use of the rented rooms, the facilities of the accommodation establishment, which are usually and without special conditions accessible to the use of the Guests, as well as to the customary service.



7.2 The Contractual Partner shall exercise its rights in accordance with any applicable hotel and/or guest guidelines (house rules).

## 8. Obligations of the Contractual Partner

8.1 The Contractual Partner shall be obliged to pay the agreed fee plus any additional amounts arising from the separate use of services by the Contractual Partner and/or the Guests accompanying the Contractual Partner, plus statutory value-added tax, at the latest on departure. Payments shall be made in cash, by Maestro (ATM card) or by the following credit cards: American Express, Mastercard, Diners Club, VISA.

Payment with vouchers issued or accepted by the Host shall be deemed equivalent to payment in cash.

8.2 The Host shall not be obliged to accept foreign currencies. If the Host accepts foreign currencies in individual cases, these shall be accepted for payment at the daily exchange rate. The Contractual Partner shall bear all related costs, such as enquiries with credit card companies, exchange fees, telegrams, etc.

8.3 The Contractual Partner shall be liable to the Host for any damage caused by the Contractual Partner or the Guest or other persons who accept the Host's services with the knowledge or will of the Contractual Partner.

## 9. Rights of the Host



- 9.1 If the Contractual Partner refuses to pay the agreed remuneration or is in default, the Host shall be entitled to the statutory right of retention pursuant to § 970c of the ABGB (Austrian Civil Code), as well as the statutory right of lien pursuant to § 1101 of the ABGB on the items brought in by the Contractual Partner or the Guest. The Host shall furthermore be entitled to this right of retention or lien to secure its claim under the Accommodation Agreement, in particular for catering, other expenses of the Contractual Partner and for any claims for compensation of any kind.
- 9.2 If service is requested in the Contractual Partner's room or at unusual times of the day (after 8 p.m. and before 6 a.m.), the Host shall be entitled to charge a special fee for this. However, this surcharge shall be displayed on the room board or in the room information folder. The Host may refuse these services for operational reasons.
- 9.3 The Host shall be entitled to invoice or interim invoice for its services at any time.

## 10. Obligations of the Host

- 10.1 The Host shall be obliged to provide the agreed services to an extent corresponding to its standard.
- 10.2 Special services of the Host, which are to be marked as such and are not included in the accommodation fee, shall be paid for separately.

## 11. Liability of the Host for damage to brought-in items





- 11.1 The Host shall be liable for the items brought in by the Contractual Partner pursuant to Sections 970 ff of the ABGB (Austrian Civil Code). The Host shall only be liable if the items have been handed over to the Host or the persons commissioned by the Host or have been brought to a place instructed or designated by the Host. If the Host is unable to provide proof, the Host shall be liable for its own fault or the fault of its staff, as well as of persons coming and going. Pursuant to Section 970 (1) ABGB (Austrian Civil Code), the Host shall be liable up to a maximum amount of EUR 550.00. If the Contractual Partner or the Guest do not immediately comply with the Host's request to deposit their belongings in a special place of safekeeping, the Host shall be released from any liability. The amount of any liability of the Host shall be limited to a maximum of the liability insurance sum of the respective Host. Any fault of the Contractual Partner or Guest is to be taken into account.
- 11.2 The Host shall not be liable for slight negligence. If the Contractual Partner is an Entrepreneur, liability for gross negligence shall also be excluded. In this case, the Contractual Partner shall bear the burden of proof for the existence of fault. Consequential or indirect damages, as well as lost profits shall not be compensated under any circumstances.
- 11.3 The Host shall only be liable for valuables, money and securities up to the current amount of EUR 550.00. For damage exceeding this amount, the Host shall only be liable if it has taken over such items for safekeeping, knowing their condition or if the damage was caused by the Host itself or one of its staff. The limitation of liability according to 12.1 and 12.2 shall apply accordingly.
- 11.4 The Host may refuse the safekeeping of valuables, money and securities if these are items, which are considerably more valuable than the items the



Guests of the accommodation establishment concerned usually give into safekeeping.

11.5 In any case of safekeeping, liability shall be excluded if the Contractual Partner and/or Guest fails to notify the Host of the damage incurred immediately after having become aware of it. Moreover, such claims must be asserted in court within three years of knowledge or possible knowledge by the Contractual Partner and/or Guest; otherwise, the claim shall expire.

## 12. Limitations of liability

12.1 If the Contractual Partner is a Consumer, the Host shall not be liable for slight negligence, except in case of personal injury.

12.2 If the Contractual Partner is an Entrepreneur, the Host shall not be liable for slight and gross negligence. 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 loss of profit shall not be compensated. The damage to be compensated shall in any case be limited to the amount of the trust interest.

## 13. Permission to bring pets

13.1 Animals may only be brought to the accommodation establishment with the prior consent of the Host and, if applicable, against a special fee.

13.2 The Contractual Partner bringing an animal shall be obliged to keep or look after this animal properly during its stay or to have it kept or looked after by suitable third parties at its own expense.



13.3 The Contractual Partner or guest bringing an animal must have adequate animal liability insurance or private liability insurance that also covers possible damage caused by animals. Proof of such insurance is to be provided at the Host's request.

13.4 The Contractual Partner or its insurer shall be jointly and severally liable to the Host for any damage caused by animals brought along. The damage shall in particular also include compensation owed by the Host to third parties.

13.5 Animals are not permitted in the lounges, public rooms, restaurant rooms and wellness areas.

#### 14. Extension of accommodation

14.1 The Contractual Partner has no right to an extension of its stay. If the Contractual Partner informs the Host in good time of its wish to extend the stay, the Host may agree to the extension of the Accommodation Agreement. However, the Host shall not be obliged to do so.

14.2 If the Contractual Partner is unable to leave the accommodating establishment on the day of departure due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, floods, 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 Contractual Partner is unable to make full use of the services offered by the accommodation establishment due to the extraordinary



weather conditions. The Host shall be entitled to demand at least the fee to the price applicable in the low season.

## 15. Termination of the Accommodation Agreement - early termination

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

15.2 If the Contractual Partner departs early, the Host shall be entitled to the full agreed remuneration. The Host shall deduct what it has saved as a result of the non-utilisation of its service offer or what it has obtained by letting the booked rooms to other parties. A saving shall only be deemed to exist if the accommodation establishment is fully occupied at the time of the non-utilisation of the rooms ordered by the Guest and the room can be let to further guests due to the Contractual Partner's withdrawal. The Contractual Partner shall bear the burden of proof of the savings.

15.3 The death of a Guest shall terminate the Agreement with the Host.

15.4 If the Accommodation Agreement was concluded for an indefinite period of time, the Contractual Parties may terminate the Agreement until 10.00 a.m. of the third day before the intended end of the Agreement.

15.5 The Host shall be entitled to terminate the Accommodation Agreement with immediate effect for good cause, in particular if the Contractual Partner or the Guest

a) makes considerably disadvantageous use of the premises or, by its inconsiderate, insulting or otherwise grossly improper behaviour, makes



coexistence unpleasant for the other guests, the owner, his staff or third parties staying at the accommodation establishment, or is guilty of a punishable offence against property, morality or physical safety towards these persons;

- b) suffers from a contagious disease or a disease extending beyond the period of accommodation or otherwise falls in need of care;
- c) fails to pay the submitted invoices when due within a reasonable period of time (3 days).

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

## 16. Place of performance, place of jurisdiction and choice of law

16.1 The place of performance shall be the place where the accommodating establishment is located.

16.2 This Agreement shall be governed by Austrian formal and substantive law to the exclusion of the rules of Private International Law (especially IPRG (International Private Law Act) and EVÜ (Rome Convention)) and the UN Convention on Contracts for the International Sale of Goods.



16.3 The exclusive place of jurisdiction for bilateral business transactions shall be the registered office of the Host, whereby the Host shall also be entitled to assert its rights at any other local and competent court.

## 17. Miscellaneous

17.1 Unless special arrangements are provided in the foregoing provisions, the running of a term shall commence upon delivery of the document setting the term to the Contractual Partners, who are obliged to observe the term. If a term is calculated in days, the day, in which the time or event falls, according to which the beginning of the term is to be determined, shall not be counted. Terms determined by weeks or months shall refer to that day of the week or month which, by its designation or number, corresponds to the day from which the term is to be counted. If this day is missing in the month, the last day of that month shall be decisive.

17.2 Pricing: The room rates include 10% and 13% tax. Breakfast and dinner include 10% VAT.

17.3 The other Contractual Partner must have received declarations on the last day of the term (24.00 hrs.).

17.4 The Host shall be entitled to set off its own claims against claims of the Contractual Partner. The Contractual Partner shall not be entitled to set off its own claims against claims of the Host, unless the Host is insolvent or the Contractual Partner's claim has been determined by a court or recognised by the Host.



- 17.5 In the event of regulatory loopholes, the relevant statutory provisions shall apply.
- 17.6 The Covid-19 hygiene and safety guidelines prescribed by the establishment are to be observed.

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