



General Terms and Conditions

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§ 1 Scope

- 1.1 These General Terms and Conditions for the Hotel Industry (in the following "AGBH 2006") replace the previous ÖHVB in the version of September 23, 1981.
- 1.2 The AGBH 2006 do not exclude special agreements. The AGBH 2006 are subsidiary to agreements made in detail.

§ 2 Definition of terms

2.1 Definition of terms:

- „Proprietor“: Is a natural or legal person who accommodates guests for a fee.
- „Guest“: Is a natural person who makes use of accommodation. As a rule, the guest is also the contracting party. Guests are also persons who travel with the contracting party (e.g. family members, friends, etc.).
- „Contracting Party“: Is a natural or legal person in Austria or abroad who concludes an Accommodation Agreement 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 1979 as amended.
- „Accommodation Agreement“: The agreement concluded between the Proprietor and the contracting party, the content of which is subsequently regulated in more detail.



§ 3 Conclusion of agreement - Deposit

- 3.1 The Accommodation Agreement shall be concluded upon acceptance of the Party's order by the Proprietor. Electronic declarations shall be considered received if the party for whom they are intended can retrieve them under normal circumstances and if they are received during the published business hours of the Proprietor.
- 3.2 The Proprietor shall be entitled to conclude the Accommodation Agreement on the condition that the Party makes a deposit. In such case, the Proprietor shall be obliged to inform the Party of the required deposit before accepting the written or oral order of the Party. If the Party agrees to the deposit (in writing or orally), the Accommodation Agreement shall be concluded upon receipt by the Proprietor of the Party's declaration of consent to the payment of the deposit.
- 3.3 The Party shall be obliged to transfer the deposit of 50% of the total amount free of charges at the time of booking. The remaining amount shall be paid no later than 30 days prior to arrival. If the arrival date is within 30 days, the total amount is to be paid 100% at the time of booking. The payment reference is the name and invoice number indicated on the booking confirmation. The account number can also be found on the booking confirmation. The costs of the money transaction (e.g. bank transfer charges) shall be borne by the contract partner. For credit and debit cards, the respective conditions of the card companies apply.
- 3.4 The deposit is a partial payment on the agreed fee and will not be refunded.

§ 4 Beginning and end of the accommodation

- 4.1 The Party shall have the right to move into the rented rooms as of 4:00 p.m. of the agreed day ("day of arrival"), unless the Proprietor offers a different time of occupancy.
- 4.2 If a room is occupied for the first time before 6.00 a.m., the previous night shall count as the first overnight stay.
- 4.3 The rented rooms shall be vacated by the Party by 10.00 a.m. on the day of departure. The Proprietor shall be entitled to charge for an additional day if the rented rooms are not vacated in due time.



§ 5 Cancellation of the Accommodation Agreement – Cancellation fee

Cancellation by the Proprietor

- 5.1 If the Accommodation Agreement provides for a deposit and if the Party has not paid the deposit in due time, the Proprietor may withdraw from the Accommodation Agreement without granting a grace period.
- 5.2 If the Guest does not arrive by 6 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to accommodate the Guest unless a later time of arrival has been agreed.
- 5.3 If the contracting party has made a deposit payment (see 3.3), on the other hand, the premises shall remain reserved until 12.00 noon of the day following the agreed day of arrival at the latest. In case of deposit payment of more than four days, the accommodation obligation shall end at 6 p.m. of the fourth day, whereby the day of arrival shall be counted as the first day, unless the guest gives notice of a later day of arrival.
- 5.4 The Accommodation Agreement may be terminated by the Proprietor for objectively justified reasons by unilateral declaration no later than 3 months before the agreed date of arrival of the Party, unless otherwise agreed.

Cancellation by the contracting party – Cancellation fee

- 5.5 The deposit of 50% at the time of booking is refundable only if the cancellation is made within 10 days of booking. Cancellations within 30 days to the date of arrival will be charged 100% of the total amount and VAT.
- 5.6 In the event of cancellation less than 30 days prior to arrival, we guarantee the guest no cancellation fee (= free rebooking or cancellation) if the following is present:
 - Corona traffic light of the Austrian federal government in the vacation municipality on red.
 - A travel warning of level 6 (or similar) is issued for the guest's home country or district.



- The guest or the persons living in the same household have been tested positive for Corona at the time of the planned start of the vacation (medical certificate must not be older than 48 hours) or the officially prescribed quarantine has not yet ended at the time of arrival. In this case, the guest is obliged to present the document to the Proprietor as proof.

The Proprietor assumes no liability in case of changed travel conditions (e.g. pandemics, travel warnings, etc.) (not even during the stay). It is at the guest's own discretion to inform himself about the current travel situation and to react to changes himself.

In order to take advantage of travel protection, extended cancellation or withdrawal rights, travel insurance must be taken out independently before the start of the trip (<https://www.europaeische.at/>). The Proprietor accepts no liability for this.

Cancellations can only be accepted in writing. With the current price list all previous prices lose their validity. Prices are subject to change without notice.

Bookings closer than 7 days to the arrival date can unfortunately not be accepted.

Obstructions of the arrival

- 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, floods, etc.), the Party shall not be obliged to pay the agreed fee for the days of arrival.
- 5.8 The obligation to pay for the booked stay shall be revived from the date of arrival if the arrival becomes possible again within three days.

§ 6 Provision of substitute 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 shall be given, for example, if the room(s) has (have) become unusable, already accommodated guests extend their stay, there is an overbooking or other important operational measures require this step.



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

§ 7 Rights of the contracting party

7.1 By concluding an Accommodation Agreement, the contracting party acquires the right to the normal use of the rented rooms, the facilities of the accommodation establishment, which are usually and without special conditions accessible to the guests for use, and to the usual service. The contracting party shall exercise its rights in accordance with any hotel and/or guest guidelines (house rules).

§ 8 Duties of the contracting party

8.1 The Party shall be obliged to pay the agreed remuneration plus any additional amounts due to separate use of services by the Party and/or the accompanying guests plus statutory value-added tax no later than at the time of departure.

8.2 The Proprietor shall not be obliged to accept foreign currencies. If the Proprietor accepts foreign currencies, such currencies shall be accepted in payment at the current exchange rate where possible. If the Proprietor accepts foreign currencies or cashless means of payment, the Party shall bear all related costs, such as inquiries with credit card companies, telegrams, etc. The Party shall not be obliged to accept foreign currencies or cashless means of payment.

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 the Proprietor's services with the knowledge or will of the Party.

§ 9 Rights of the Proprietor

9.1 If the Party refuses to pay the agreed remuneration or is in arrears therewith, the Proprietor shall be entitled to the statutory right of retention pursuant to Section 970c of the Austrian Civil Code (ABGB) and the statutory right of lien pursuant to Section 1101 of the Austrian Civil Code (ABGB) on the items brought in by the Party or the Guest. The Proprietor shall



furthermore be entitled to this right of retention or lien in order to secure its claim under the Accommodation Agreement, in particular for catering, other expenses incurred on behalf of the Party and for any claims for damages of any kind.

- 9.2 If service is requested in the room of the Party or at unusual times of the day (after 8 p.m. and before 6 a.m.), the Proprietor shall be entitled to charge a special fee for such service. However, this special charge shall be indicated on the room rate table. The Proprietor may also refuse these services for operational reasons.
- 9.3 The Proprietor shall be entitled to invoice or interim invoice its services at any time.
- 9.4 The Proprietor has the right to keep personal records based on official requirements (e.g. Corona conditional) and to store them for 28 days for the purpose of contact tracing.

§ 10 Duties of the Proprietor

- 10.1 The Proprietor shall be obliged to provide the agreed services to an extent corresponding to its standard.
- 10.2 Special accommodation services of the Proprietor which are not included in the accommodation fee and which are subject to a separate charge are exemplary:
- a) special accommodation services which may be charged separately, such as the provision of lounges, sauna, indoor swimming pool, swimming pool, solarium, garaging, etc;
 - b) for the provision of extra beds or cribs a reduced price will be charged.

§ 11 Liability of the Proprietor for the Damage of objects

- 11.1 The Proprietor shall be liable pursuant to Sections 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 the persons authorized by the Proprietor or have been brought to a place instructed by the latter or determined for this purpose. If the Proprietor fails to furnish proof, the Proprietor shall be liable for his own fault or the fault of his staff as well as of the persons leaving and arriving.



The Proprietor shall be liable pursuant to Section 970 (1) ABGB at most up to the amount stipulated in the Federal Act of 16 November 1921 on the Liability of Innkeepers and Other Entrepreneurs as amended from time to time. If the Party or the Guest does not immediately comply with the Proprietor's request to deposit their belongings in a special place of storage, the Proprietor 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 of the Party 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 or indirect damages 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 a current amount of € 550. The Proprietor shall only be liable for any damage in excess thereof in the event that it has accepted such items for safekeeping

with knowledge of their condition or in the event that the damage was caused by himself or one of his employees. The limitation of liability according to 12.1 and 12.2 shall apply accordingly.

11.4 The Proprietor may refuse the safekeeping of valuables, money and securities if the items in question are considerably more valuable than those usually kept by guests of the accommodating establishment concerned.

11.5 In any case of assumed safekeeping, liability shall be excluded if the Party and/or Guest fails to notify the Proprietor without undue delay of the damage incurred from the time of knowledge 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 Guest; otherwise the right shall be extinguished.

§ 12 Limitations of liability

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

12.2 If the Party is an Entrepreneur, the Proprietor's liability for slight and gross negligence shall be excluded. In this case, the Party shall bear the burden of proof for the existence of fault. Consequential damages, immaterial damages



or indirect damages 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 interest in trust.

§ 13 Keeping of animals

- 13.1 Due to possible allergies of other vacation guests and in order to be able to achieve our high hygienic standards, it is not allowed to bring or keep pets in our accommodation.

§ 14 Extension of the accommodation

- 14.1 The Party shall not be entitled to have his/her stay extended. If the Party gives notice of its wish to extend the stay in due time, the Proprietor may agree to the extension of the Accommodation Agreement. The Proprietor shall not be obliged 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, 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 Party is unable to make full use of the services offered by the accommodating establishment due to the

extraordinary weather conditions. The Proprietor 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 Agreement – Early termination

- 15.1 If the Accommodation Agreement was concluded for a definite period of time, it shall end upon expiry of the term.
- 15.2 If the Party departs prematurely, 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 service offer or what it has received by renting the ordered rooms to another party. Savings shall only be deemed to exist



if the accommodating establishment is fully utilized at the time of the non-utilization of the rooms ordered by the guest and the room can be rented to additional guests due to the cancellation of the contract partner. The burden of proof of the savings shall be borne by the contracting party.

- 15.3 The death of a Guest shall terminate the agreement with the Proprietor.
- 15.4 If the Accommodation Agreement was concluded for an indefinite period of time, the Parties may terminate the agreement until 10:00 a.m. of the third day before the intended end of the agreement.
- 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 a considerably disadvantageous use of the rooms or by his inconsiderate, offensive or otherwise grossly improper behaviour towards the other guests, the owner, his staff or the third parties living in the accommodating establishment, or is guilty of a punishable offence against property, morality or physical safety towards these persons;
 - b) is afflicted with a contagious disease or a disease that extends beyond the period of accommodation, or otherwise becomes in need of care;
 - c) fails to pay the submitted invoices when due within a reasonable period of time (three 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 Proprietor may terminate the Accommodation Agreement at any time without observing a notice period, unless the agreement is already deemed to be terminated by law or the Proprietor is released from its obligation to provide accommodation. Any claims for damages etc. of the Party shall be excluded.

§ 16 Illness or death of the guest in the Accommodation Agreement

- 16.1 If a guest falls ill during his stay in the accommodating establishment, the Proprietor shall provide medical care at the request of the guest. In case of imminent danger, the Proprietor shall arrange for medical care even without the specific request of the Guest, in particular if this is necessary and the Guest is not able to do so himself.
- 16.2 As long as the Guest is not able to make decisions or the Guest's relatives cannot be contacted, the Proprietor shall arrange for medical treatment at the



expense of the Guest. However, the scope of such care shall end at the moment when the Guest is able to make decisions or the relatives have been notified of the illness.

- 16.3 The Proprietor shall be entitled to compensation from the Party and the Guest or, in the event of death, from their legal successors, in particular for the following costs:
- a) outstanding medical costs, costs for ambulance transport, medication and medical aids,
 - b) necessary room disinfection,
 - c) for linen, bedding and bed furnishings that have become unusable, or for the disinfection or thorough cleaning of all these items,
 - d) restoration of walls, furnishings, carpets, etc, to the extent that they have been soiled or damaged in connection with the illness or death,
 - e) room rent, as far as the room was used by the guest, plus possible days of unusability of the rooms due to disinfection, evacuation or the like,
 - f) any other damages incurred by the Proprietor.

§ 17 Place of performance, jurisdiction and choice of law

- 17.1 The place of performance shall be the place where the accommodating establishment is located.
- 17.2 This agreement shall be governed by Austrian formal and substantive law to the exclusion of the rules of private international law (esp. IPRG and UCC) as well as 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 registered office of the Proprietor, whereas the Proprietor shall also be entitled to assert its rights at any other local and competent court.
- 17.4 If the Accommodation Agreement was concluded with a Party that is a consumer and has its place of residence or habitual abode in Austria, actions against the consumer may only be brought at the place of residence, habitual abode or place of employment of the consumer.
- 17.5 If the Accommodation Agreement was concluded with a contracting party who is a consumer and resides in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the court having local and subject-matter jurisdiction for the consumer's place of residence shall have exclusive jurisdiction for actions against the consumer.



§ 18 Other

- 18.1 Unless the above provisions provide otherwise, the term shall commence with the delivery of the document setting the term to the parties to the agreement which must observe the term. If a time limit is calculated in days, the day shall not be included in the calculation on which the point in time or the event falls according to which the beginning of the time limit is to be based. Time limits determined by weeks or months refer to that day of the week or month which by its designation or number corresponds 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 shall be received by the other Party on the last day of the term (midnight).
- 18.3 The Proprietor shall be entitled to set off its own claims against the Party's claims. 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 determined by a court or acknowledged by the Proprietor.
- 18.4 In the event of any loopholes, the relevant statutory provisions shall apply.