

# General Terms and Conditions for Accommodation Services

## Scope:

These general terms and conditions apply exclusively for the provision of accommodation services by AUSTRIA Hotels (hereafter referred to as hotel). Unless otherwise specified in these general terms and conditions, the Austrian Hotel Contracting Conditions published by the Austrian Hotel Association (1045 Vienna, Wiedner Hauptstraße 63) apply on a subsidiary basis. These can be obtained electronically at [www.hotelverband.at/down/oehvb.htm](http://www.hotelverband.at/down/oehvb.htm) or viewed or ordered in every accommodation establishment of Austria Hotels International.

The guest's terms and conditions of business ("guest" here referring to the contractual party- purchaser, guest, organizer, etc.) do not form part of the contractual agreement, even if they have not been expressly rejected.

## Conclusion of the contract, deposit:

The contracting parties are the hotel (accommodation provider) and the guest (individual guests, tour operator, or private travel groups). The accommodation contract comes into effect upon acceptance of the guest's written or verbal order by the hotel, with these general terms and conditions serving as a basis for the contract, which is expressly accepted by the guest or tour operator upon actual use of the services in question.

It may be stipulated that the guest provide an advance deposit. The hotel may also demand advance payment in full.

## Arrival and departure:

Booked rooms are made available to the guest on arrival day after 1:00 pm until 12:00 pm on departure day. Rooms will be assigned to guests by the hotel on the day of arrival.

Unless a later arrival time has been expressly agreed upon, the hotel has the right to assign booked rooms to other persons after 6:00 pm, the guest deriving no rights to compensation as a consequence.

In this regard, the hotel is entitled to rescind the contract. However, if the guest has "guaranteed" their arrival or paid a deposit, the room(s) remain(s) reserved until no later than 12:00 pm on the following day.

If the room is first occupied before 6:00 am, the preceding night is deemed as the first night of accommodation.

If departure is expected to be after 12:00 pm, the guest must inform the reception desk no later than 10:00 pm on the day before departure; in the event of departure before 6:00 pm, half of the room price must be paid, after 6:00 pm, the full room price must be paid.

## Prices:

Prices are determined by the price list valid at the time the services are provided. In cases where value added tax is applicable, it is included in the price. Any increase in value added tax rates subsequent to conclusion of the contract is at the expense of the guest.

Local, spa or tourism taxes, as well as other sums of money collected by the hotel on behalf of third parties, are charged separately in the amount applicable at the time the services are provided.

## Terms of payment:

All hotel payments are due in full upon departure of the guest or upon billing (also weekly billing).

In all instances, the hotel is entitled to demand advance payment of an appropriate amount from the guest. If payment fails to be made by the payment deadline, the guest is deemed in default, with no collection letter required to this effect. For late-payment notices resulting from instances of late payment, a reminder charge may be demanded.

If both parties are businesses and in the event of late payment, we reference § 352 of the Austrian Commercial Code (UGB). According to § 970c of the Act on General Terms and Conditions of Trade (AGBG), the accommodation provider is entitled to a right of retention as well as a legal right of lien (as per § 1101, AGBG).

With respect to contracts with consumers as defined in the Consumer's Protection Act (KSchG) as well as with those for whom the transaction is within the scope of operation of a business, wherein a business is to be understood as a permanently established organization for independent activity whether it is commercial in nature or not, the hotel is entitled, in the event of late payment, to demand interest on late payments at a rate of 8% above the base rate. Furthermore, with respect to contracts with consumers, a reminder charge of Euro 25 is to be paid by the consumer for extrajudicial notices resulting from failure to meet the late-payment deadline.

Assertions of higher claims for damages resulting from late payment remain unaffected by this clause.

## Rescission and cancellation:

In the case of force majeure and other hindrances for which the hotel is not responsible, in particular those outside the hotel's sphere of influence, the hotel reserves the right to withdraw from the contract without the guest being entitled to any claim for compensation.

Unless otherwise stipulated, the following **cancellation conditions** apply for the guest/tour operator:

### Accommodations (up to 3 rooms)

Up to 1 day prior to arrival	-	free of charge.
On the day of arrival	-	total price of the first day's stay incl. the first night.

### Accommodations (4 to 7 rooms)

Up to 3 days prior to arrival	-	free of charge.
Up to 1 day prior to arrival	-	80 % of the stipulated total price of the first day's stay incl. the first night.
On the day of arrival	-	total price of the first day's stay incl. the first night.

### Accommodations (8 to 22 rooms)

Up to 28 days prior to arrival	-	free of charge
Up to 21 days prior to arrival	-	free of charge, if fewer than 75% of the group participants cancel, beyond that 50% of the stipulated total price of the first day's stay incl. the first night.
Up to 14 days prior to arrival	-	65% of the stipulated total price of the first day's stay incl. the first night.
Up to 7 days prior to arrival	-	85% of the stipulated total price of the first day's stay incl. the first night.
Less than 7 days prior to arrival	-	total price of the first day's stay incl. the first night and 80% for the additional days, if the booked service cannot be sold to other persons.

### Accommodations (23 rooms or more)

Up to 90 days prior to arrival	-	free of charge.
Up to 60 days prior to arrival	-	free of charge, if fewer than 70% of the group participants cancel, beyond that 50% of the stipulated total price of the first day's stay incl. the first night.
Up to 30 days prior to arrival	-	65% of the stipulated total price of the first day's stay incl. the first night.
Up to 14 days prior to arrival	-	85% of the stipulated total price of the first day's stay incl. the first night.
Less than 14 days prior to arrival	-	total price of the first day's stay incl. the first night and 80% for additional days, if the booked service cannot be sold to other persons.

In all cases, the guest shall be free to exercise his legal rights in the presence of evidence of lesser damages, the hotel its legal rights in the event of evidence of greater damages.

## Liability:

The hotel makes every effort to ensure the punctuality of wake-up calls, punctual and accurate communication of messages, and delivery of shipments of all kinds, whereby no liability is assumed for the acceptance of said shipments. Should acceptance of a shipment be agreed upon and there is a failure of performance thereof, then this will of course be taken into account. The hotel is liable for such commercial transactions, however, only if the hotel or its employees caused the problem through gross negligence. Found items, in particular those left behind in the room by guests (provided that these are not obviously worthless), will be sent to the guest only upon request, and at the risk and expense of the guest. After being held for a period of one year, the lost property shall be regarded as abandoned. Therefore, after a year, the hotel may make use of these items at its discretion or destroy them.

For property damage suffered by a guest, the hotel is only then liable if the damage occurred within the scope of the business and if the hotel or its employees displayed gross negligence.

For items brought in to the hotel, the hotel is only liable up to the respective legal maximum amount. The safekeeping of valuable items, money, and securities may be declined if said items are substantially more valuable than those guests of the hotel usually place in safekeeping. Valuables are to be deposited in the in-house guest safe (ask at the reception desk) otherwise the hotel shall not be held liable.

If the guest is provided with a parking space in the hotel garage or in another area, even for a fee, this shall not constitute a contract for safekeeping. The hotel does not have a surveillance obligation. Therefore all liability for vehicles is excluded.

For consumers, the hotel is only liable for such damages to cars, which are caused either by deficiencies in the parking area which existed at the time the fee for the space was paid or which are verifiably caused by the hotel or by the employees, either intentionally or in an act of gross negligence. All liability for items left in the car is excluded.

Guests use the pools, all pool facilities such as sauna, etc., equipment, as well as sports and recreational facilities at their own risk. The hotel is not liable for deficiencies not immediately recognizable when acting with due diligence, or for the damages resulting there from. In particular, a pursuant reduction in price may not be demanded.

This does not, however, restrict the hotel's liability for personal injury.

## Miscellaneous:

Subletting or re-letting, as well as the use of hotel rooms for purposes other than residential, requires the prior, written consent of the hotel.

An extension of the guest's stay requires the consent of the accommodation provider (hotel).

Place of fulfillment, as well as exclusive place of jurisdiction for all disputes arising from the accommodations contract is, to the extent permitted (§14 Consumer Protection Act), the location of the respective hotel business. Austrian law is to apply exclusively.