

## GENERAL TERMS AND CONDITIONS

### 1 SCOPE OF APPLICATION

1.1 These terms and conditions of business apply to contracts concerning provision of hotel rooms for accommodation by rental and all further services and supplies of the hotel rendered for the customer in this context (hotel accommodation contract). The term "hotel accommodation contract" entails and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract, room contract.

### 2 CONCLUSIONS OF CONTRACT, CONTRACTING PARTIES, BARRING BY LIMITATION

2.1 The contracting parties are the hotel and the customer. The contract originates by acceptance of the customer's application by the hotel. The hotel shall be free to confirm the booking of the room in a textual form.

2.2 All claims against the hotel are barred in one year from the statutory start of barring as a matter of principle. This does not apply to claims to damages and other claims to the extent that the latter are based on a deliberate or grossly negligent breach of duties by the hotel.

### 3 SERVICE, PRICES, PAYMENT, OFFSET

3.1 The hotel is obliged to keep the rooms booked by the customer available and to render the agreed services.

3.2 The customer is obliged to pay the hotel's prices agreed or valid for the provision of the rooms and the further services claimed by him. This shall also apply to services commissioned by the customer directly or via the hotel and rendered by third parties and paid for in advance by the hotel.

3.3 The agreed prices shall be understood inclusive of the taxes and local dues valid at the time of the conclusion of the contract. Local dues which are owed by the guest personally according to the communal law in question, such as spa tax, shall not be contained. If the statutory turnover tax is changed or local dues on the object of service are introduced, amended or done away with after the conclusion of the contract, the prices shall be adapted accordingly. This shall only apply to contracts with consumers if the period between the conclusion of the contract and the performance of the contract exceeds four months.

3.4 The hotel can make its consent to a subsequent reduction of the number of rooms, the hotel's service or the duration of the customer's stay dependent on the fact that the price for the rooms and/or for the hotel's other services is increased suitably.

3.5 The hotel's invoices shall be due for payment without deduction immediately after receipt. If payment on invoice has been agreed, the payment shall be made within ten days of receipt of the invoice without deduction – subject to any deviating agreement.

3.6 The hotel is entitled to demand a suitable advance payment or collateral from the customer at the conclusion of the contract, for example in the form of a credit card guarantee. The amount of advance payment and the payment dates can be agreed in the contract in a textual form. In the event of advance payments or collaterals for package trips, the statutory provisions shall remain unaffected. In the event of the customer's arrears in payment, the statutory regulations shall apply.

### 4 WITHDRAWAL BY CUSTOMER (CANCELLATION, RESCISSION) / NOT MAKING USE OF THE HOTEL'S SERVICES (NO SHOW)

4.1 Withdrawal from the contract concluded with the hotel by the customer is only possible if a right of withdrawal has expressly been agreed in the contract, a statutory right of withdrawal exists or if the hotel expressly agrees to cancellation of the contract.

4.2 Insofar as a date for free-of-charge withdrawal from the contract has been agreed between the hotel and the customer, the latter can withdraw from the contract by then without triggering claims to payment or damages for the hotel.

4.3 If a right of withdrawal has not been agreed or has already expired, if no statutory right of withdrawal or termination exists and if the hotel does not agree to a cancellation of the contract, the

hotel shall retain the claim to the agreed remuneration despite no use of the service. The hotel shall offset the income from other rental of the rooms and the saved expenditure. If the rooms are not re-rented, the hotel can generalise the deduction for saved expenditure. In such a case, the customer shall be obliged to pay 100% of the price for accommodation with or without breakfast agreed in the contract

## 5 WITHDRAWAL BY THE HOTEL

5.1 To the extent that it has been agreed that the customer can withdraw from the contract free of charge within a certain period, the hotel for its part shall be entitled to withdraw from the contract in this period if inquiries from other customers for the rooms booked by contract exist and the customer does not waive his right to withdrawal following an inquiry from the hotel with setting of a suitable period. This shall apply accordingly if an option has been granted, if other inquiries exist and the customer is not willing to make a firm booking following an inquiry from the hotel with setting of a suitable period.

5.2 If an advance payment or collateral agreed or demanded according to Section 3.6 is not provided even after the expiry of a suitable period of grace set by the hotel, the hotel shall likewise be entitled to withdraw from the contract.

5.3 The hotel shall further be entitled to extraordinary withdrawal from the contract if an objectively justified reason exists, in particular if force majeure or other circumstances for which the hotel is not answerable make fulfilment of the contract impossible

5.4 The hotel's justified withdrawal does not substantiate any claim to damages by the customer.

## 6 PROVISION, HAND-OVER AND RETURN OF ROOMS

6.1 The customer does not acquire a claim to the provision of certain rooms to the extent that this has not expressly been agreed in a textual form.

6.2 Booked rooms are available to the customer from 3.00 p.m. on the agreed day of arrival. The customer shall have no claim to earlier provision.

6.3 On the agreed date of departure, the rooms are to be provided to the hotel cleared by 11 a.m. at the latest. After this, the hotel can charge 50% of the full price of board and lodging (price according to price list) for use of the room exceeding the contract as a result of delayed clearing and 100% from 6 pm..No contractual claims for the customer shall be substantiated by this. He shall be free to prove that no or a considerably lower claim to use charges has originated for the hotel.

## 7 HOTEL'S LIABILITY

7.1 The hotel shall be liable for damage from an injury to life, limb or health for which it is answerable. It shall further be liable for other damage based on a deliberate or grossly negligent breach of the hotel's duties or on a deliberate or grossly negligent breach of the hotel's duties typical for the contract. Duties typical for the contract are those which only make the proper performance of the contract possible and in fulfilment of which the customer trusts and may trust. A breach of duty by the hotel shall be equated to that of a statutory representative or vicarious agent. To the extent not regulated differently in this Section 7, further-reaching claims to damages have been ruled out. If disturbances or defects occur to the hotel's services, the hotel shall endeavour to procure a remedy in the event of knowledge or an immediate complaint by the customer, The customer shall be obliged to contribute what can reasonably be expected of him in order to remedy the disturbances and to keep possible damage as slight as possible.

7.2 The hotel shall be liable towards the customer for objects brought in according to the statutory directives. The hotel recommends use of the hotel or room safe. Insofar as the customer wishes to bring in money, securities and valuables with a value of more than 500 Euros or other objects with a value of more than 3,000 Euros, this shall require a specific storage agreement with the hotel.

7.3 Insofar as a parking space in the hotel garage or on the hotel parking area, also at a charge, is provided to the customer, no custody agreement shall originate as a result. If motor vehicles parked

or moved on the hotel premises are lost or damaged, the hotel shall only be liable according to the provisions of the aforementioned Section 7.1, sentences 1 to 4.

7.4 Waking calls shall be done by the hotel with the greatest care. Messages for the customer shall be treated with care. Following prior agreement with the customer, the hotel can take on acceptance, archiving and – if required – forwarding of mail and goods consignments at a charge. In this context, the hotel shall only be liable according to the provisions of the above Section 7.1, sentences 1 to 4.

## 8 FINAL PROVISIONS

8.1 Amendments and addenda to the contract, the acceptance of the application or these general terms and conditions of business shall be in textual form. Unilateral amendments or addenda shall be ineffective.

8.2 Place of performance and payment and exclusive place of jurisdiction – also for cheque and bill disputes – is Gmunden in commercial dealings, optionally the hotel's location or the registered office of the hotel's operating company.

8.3 Austrian law governs.