

General Terms and Conditions for the Hotel Accommodation Contract – Austria

- I. Scope**
1. These General Terms and Conditions apply for the Hotel Accommodation Contract as well as all other services and supplies rendered to the Guest by the Hotel.
 2. Deviating terms and conditions, also to the extent included in the General Terms and Conditions of the Guest or the Ordering Party, shall not apply unless expressly approved by the Hotel in writing.
- II. Conclusion of the Contract**
1. Upon the Guest's request for reservation, a hotel accommodation contract is brought about by the Hotel's corresponding confirmation of the reservation (hereinafter referred to as "Contract").
 2. Contractual partners are the Hotel and the Guest. If a third party has made the reservation on behalf of the Guest, this party shall be liable vis-à-vis the Hotel jointly and severally with the Guest for all obligations resulting from the Contract if the Hotel is in possession of a corresponding declaration given by the Ordering Party. Independent therefrom, any Ordering Party is obliged to pass on all booking-related information to the Guest, in particular the present General Terms and Conditions.
 3. Sub- or re-leasing of rooms let as well as their usage for purposes other than accommodation require the prior written consent of the Hotel.
- III. Services, Prices, Payment**
1. The Hotel is obliged to have the booked rooms available according to the present General Terms and to fulfil the services agreed.
 2. The Guest is obliged to pay the prices applying to or agreed on for the provision of accommodation and additional services he/she has made use of. This also applies to services and expenses of the Hotel vis-à-vis third parties incurred for performances rendered upon the Guest's request.
 3. The prices agreed include the applicable statutory Value Added Tax.
 4. The prices may be changed by the Hotel if the Guest subsequently wants to change the number of the booked rooms, the service of the Hotel or the duration of the Guests' stay and the Hotel gives its consent thereto.
 5. Upon receipt, invoices issued by the Hotel shall become payable immediately without deduction. The Guest shall be in default at the latest upon failure to pay within 30 days of the due date and receipt of an invoice; this shall apply for a Guest who is consumer only if these consequences were specified in the invoice. In the case of default of payment, the Hotel is entitled to charge consumers interest in the amount of 5% above the base rate. For business transactions, the default interest rate is 8% above the base rate. The right of the Hotel to prove higher damage is reserved.
For each reminder sent after default occurs, the Hotel may charge a reminder fee of € 5.00.
 6. The Hotel is entitled to request, on the conclusion of the Contract or later, a reasonable advance payment or security. The amount of the advance payment and its due date may be agreed in the Contract in writing. Moreover, the Hotel is entitled to call and declare as due claims accruing during the Guest's stay by issuing an interim invoice and requesting immediate payment.
 7. The Guest shall be entitled to a set-off or a reduction against a claim of the Hotel with only undisputed or res judicata claims.
- IV. Revocation by the Guest, Cancellation**
1. The Hotel grants to the Guest the right to revoke the Contract at any time. In this respect, the following provisions shall apply:
 - a) If a Guest revokes the booking, the Hotel is entitled to reasonable compensation.
 - b) It is at the Hotel's discretion to claim from the Guest a lump-sum revocation compensation instead of a specifically calculated compensation. The lump sum to be paid in cases of revocation is 80% of the contractually agreed price for overnight accommodation with or without breakfast, 70% of the contractually agreed price for overnight accommodation with half-board and 60% of the contractually agreed price for overnight accommodation with full-board arrangements. The Guest is free to prove that the Hotel did not suffer any damage, or that the damage incurred to the Hotel amounts to less than the lump-sum revocation compensation claimed.
 - c) If the Hotel calculates the damage specifically, the amount of such reasonable damage may total as a maximum the contractually agreed price for the services to be rendered by the Hotel, less the value of the expenses saved by the Hotel as well as the amount accruing to the Hotel from the latter's performance for any other contractual partners.
 2. The above provisions on the compensation shall apply analogously if the Guest does not make use of the booked room or the booked services and fails to notify this fact to the Hotel in due time.
 3. If the Hotel has granted to the Guest an option to revoke the Contract within a certain period without any further legal consequences, the Hotel shall not be entitled to compensation. For the question of whether the declaration of revocation is made in due time, the receipt thereof by the Hotel shall be decisive. The Guest must declare the revocation in writing.
- V. Revocation by the Hotel**
1. If a revocation right free of charge has been granted to the Guest according to clause IV para. 2, the Hotel shall likewise be entitled to revoke the Contract within the agreed period in the event of inquiries by other guests for the booked rooms and of failure of the Guest to finally confirm the booking after being requested to do so by the Hotel.
 2. In the event that an advance payment or security agreed in clause III para. 6 is not provided within a period prescribed for this purpose, the Hotel is also entitled to revoke the Contract.
 3. Moreover, the Hotel shall be entitled to extraordinary revocation of the Contract for good cause, in particular, if
 - misleading or incorrect statements of material facts have been used in booking rooms, for example, with respect to the person of the Guest, or the purpose;
 - the Hotel has justified reason to assume that if the Guest makes use of the Hotel's services the smooth business operations, safety, or reputation of the Hotel in the public may be impeded, without such matters being attributable to the Hotel's power of control or organisation;
 - an unauthorised sub-lease or further lease according to clause II para. 3 exists;
 - a case of clause VI para. 3 exists;
 - the Hotel has gained knowledge that the financial situation of the Guest has considerably worsened since conclusion of contract, in particular if the Guest does not settle due claims of the Hotel or does not provide sufficient security and as a result payment claims of the Hotel appear to be endangered;
 - the Guest has filed an application for the opening of insolvency proceedings, made an affidavit according to Sec. 47 of the Austrian Code of Execution (act on execution and attachment proceedings – Exekutionsordnung, EO), initiated extra-judicial proceedings for the settlement of debts or suspended its payments;
 - insolvency proceedings are opened on the assets of the Guest or the opening of the same is rejected for lack of assets or any other reasons..
 4. Prior to exercising its revocation right, the Hotel is obliged to inform the Guest thereof in writing without delay.
 5. In the above cases of revocation the Guest is not entitled to compensation for damage.
- VI. Arrival and Departure**
1. The Guest is not entitled to the provision of certain specific rooms unless the Hotel has confirmed the provision of certain rooms in writing.
 2. Booked rooms shall be at the Guest's disposal from 3.00 p.m. on the agreed date of arrival. The Guest shall not be entitled to an earlier provision.
 3. Booked rooms shall be taken by the Guest on the agreed date of arrival by 6.00 p.m. at the latest. Unless a later time of arrival has expressly been agreed, the Hotel shall have the right to place, after 6.00 p.m., the booked rooms with other guests, without the contractual party being able to claim any compensation as a result thereof. The Hotel is entitled to revocation in this respect.
 4. On the agreed date of departure, the rooms shall be vacated and at the Hotel's free disposal by 12.00 p.m. at the latest. Thereafter, the Hotel may charge, beyond the damage incurred to it thereby, the daily room rate for the additional use of the room until 6.00 p.m., and from 6.00 p.m. 100% of the full applicable price for board and lodging. The Guest is free to prove vis-à-vis the Hotel that no damage or a considerably lower damage has been incurred to the Hotel.
- VII. Liability of the Hotel, Statute of Limitations**
1. The Hotel is liable for all damage arising from injury to life and limb according to the statutory provisions.
 2. In the event of other damage, the Hotel shall be liable only if the damage is attributable to intentional or grossly negligent breach of duty on the part of the Hotel, its legal representatives or executive employees.

3. The aforementioned limitations of liability shall apply for any claims for damages, irrespective of their legal basis, including claims arising from tort. The aforementioned limitations of liability shall also apply in the event of any claims for damages of a Guest against employees or vicarious agents of the Hotel. They do not apply in the cases of liability for a defect after a guarantee for the quality of an object or a work was given, or in cases of fraudulently concealed defects or injury to persons.
4. For objects brought into the Hotel, the Hotel is liable vis-à-vis the Guest according to the statutory provisions, i.e. up to a maximum amount of € 1,100.00, unless it can prove that the damage was caused neither by the Hotel, nor by an employee, nor by a third party going in and out of the Hotel. In these circumstances, the Hotel is liable for valuables, cash and valuable documents up to a maximum amount of € 550.00 unless it took custody of these things in the knowledge of their value, or the damage was caused by the Hotel or its staff. The liability claims lapse if the Guest does not immediately notify the Hotel of the loss, destruction or damage upon acquiring knowledge thereof. However, this shall not apply if the things have specially been handed over for safekeeping in the Hotel safe.
5. If the Guest is – even against payment – provided with a parking space in the garage or the car-park of the Hotel, the Hotel shall be liable towards the Guest in accordance with the statutory provisions and up to the maximum amount stipulated by statute. In this case, the damage must be claimed vis-à-vis the Hotel on departure from the Hotel at the latest.
6. Wake-up services shall be performed by the Hotel with the greatest care. Claims for damages are excluded, except in cases of gross negligence or intent.
7. The Hotel treats with care messages, mail and consignment of goods for Guests. The Hotel shall ensure delivery, storage and, upon request and against payment forwarding of the same as well as of found items upon inquiry. Claims for damages are excluded, except in cases of gross negligence or intent. The Hotel is entitled to hand over the aforementioned objects to the local lost property office after a storage period of one month at the latest and charging a reasonable fee.
8. Guests' claims for damages shall fall under the statute of limitations three years from the injured party having gained knowledge of the damage and of the identity of the party responsible for the damage. This shall not apply to the liability for damages arising from injury to life or limb or for any other damage based on a breach of duty through intent or gross negligence on the part of the Hotel, a legal representative or a vicarious agent of the Hotel.

VIII. Final Provisions

1. Changes or amendments to the Contract or the acceptance of the offer require the consent of the contractual partner and shall be made in writing.
2. Place of performance and payment shall be the registered office of the Hotel.
3. The court factually and locally competent for the registered office of the Hotel shall have jurisdiction over all disputes arising from the Contract unless the Guest has as a consumer a place of employment or residence in Austria; in this case the place of jurisdiction shall be the place specified by the Guest in the application; or the Guest has as a consumer only a place of employment in Austria; in this case such place shall be the place of jurisdiction.
4. The laws of the Republic of Austria shall apply.
5. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Moreover the statutory provisions shall apply.

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