



## GENERAL TERMS AND CONDITIONS FOR THE HOTEL INDUSTRY (AGBH 2006)

### § 1 Scope of application

1.

These General Terms and Conditions for the Hotel Industry (hereinafter referred to as “AGBH 2006”) shall replace the previous ÖHVB [Austrian Hotel Contract Conditions] as amended on 23 September 1981.

1.2

The AGBH 2006 shall not exclude special agreements. The AGBH 2006 shall be subsidiary to agreements made on an individual basis.

### § 2 Definitions

“Proprietor” means an individual or entity that accommodates guests against remuneration.

“Guest” means an individual that uses accommodation. Usually, the guest is also the Party. Guests also include those persons that are accommodated together with such Party (e.g., family members, friends etc.).

“Party” means a domestic or foreign individual or entity that enters an Accommodation Agreement as a Guest or for a Guest.

“Consumer” and “Entrepreneur”: these terms shall be construed as defined by the 1979 Consumer Protection Act (Konsumentenschutzgesetz) as amended.

“Accommodation Agreement” means the agreement made between the Proprietor and the Party, the contents of which are specified below.

### § 3 Execution of the agreement – Down payment

3.1 The Accommodation Agreement shall be deemed entered upon the acceptance of the Party’s order by the Proprietor. Electronic declarations shall be deemed received when they can be collected by the party to which they are addressed under normal circumstances provided that they are received during the published business hours of the Proprietor.

3.2 The Proprietor shall be entitled to enter into the Accommodation Agreement under the condition that the Party makes a down payment. In such event, the Proprietor shall be obliged to inform the Party of the required down payment before accepting the written or verbal order of the Party. If the Party agrees to the down payment (in writing or verbal), the Accommodation Agreement shall be deemed entered upon the receipt of the Party’s declaration of consent on the down payment by the Proprietor.

3.3 The Party shall be obliged to make the down payment no later than 7 days (receipt) before the accommodation. The costs for the financial transaction (e.g., remittance fee) shall be paid by the Party. Credit and debit cards shall be subject to the terms and conditions of the issuing company.

3.4 The down payment shall be deemed an instalment of the agreed remuneration.

### § 4 Start and end of accommodation

4.1 Unless the Proprietor offers any other time of occupancy, the Party shall be entitled to move into the rented rooms from 3.00 p.m. on the agreed date (“date of arrival”).

4.2 If a room is occupied for the first time before 6.00 a.m., the preceding night shall be deemed the first night of accommodation.

4.3 The rented rooms shall be vacated by the Party by 10.30 am on the date of departure. The Proprietor shall be entitled to charge another day if the rented rooms are not vacated in time.



## § 5 Rescission of the Accommodation Agreement – Cancellation fee

### Rescission by the Proprietor

5.1 If the Accommodation Agreement provides for a down payment and such down payment has not been made by the Party in time, the Proprietor may rescind the Accommodation Agreement without granting any grace period.

5.2 If the Guest fails to arrive by 6.00 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to accommodate them unless a later time of arrival has been agreed upon.

5.3 If the Party has made a down payment (see 3.3), the rooms shall be deemed reserved until 10.30 a.m. on the day following the date of arrival. If a down payment to the amount of more than four days has been made, the obligation to accommodate the Guest shall end on 6.00 p.m. on the fourth day, the date of arrival being deemed the first day, unless the Guest informs the Proprietor of a later date of arrival.

5.4 Unless otherwise agreed upon, the Proprietor may rescind the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration by 3 months before the agreed date of arrival of the Party.

### Rescission by the Party – Cancellation fee

5.5 The Party may rescind the Accommodation Agreement by means of a unilateral declaration by 3 months before the agreed date of arrival of the Guest without being liable to pay a cancellation fee.

5.6 Outside the period specified in § 5.5., the Party may only rescind the Accommodation Agreement by means of a unilateral declaration subject to the following cancellation fees:

1 room	until 2 days before arrival
2-5 rooms	until 5 days before arrival
6-10 rooms	until 14 days before arrival
from 11 rooms	until 30 days before arrival

After expiry of the withdrawal period, the reservation is converted into a firm booking. Cancellation notices must be made in writing (letter, fax or e-mail). The hotel is at liberty to make a general allowance for the damages caused to it and to be compensated by the other party. The Party is then obliged to pay 90% of the contractually agreed price for overnight stays with or without breakfast, 70% for half-board and 60% for full-board arrangements.

The Party is free to prove that no damage was incurred or that the damage incurred by the hotel is lower than the requested flat rate.

### Groups:

#### Cancellation day (calendar day) Claim of the hotel before the service provision

up to 60 days	before arrival	free of charge
59 to 30 days	before arrival	30% of the original contingent
29 - 14 days	before arrival	10% of the remaining contingent
13 - 7 days	before arrival	5% of the remaining contingent
6 days	before arrival	no free cancellation possible

The Party owes the agreed room rates for cancelled rooms for the agreed period.

This also applies in the event of non-utilization of the rooms of the contingent.

The Party has not used a room if the announced guest has not occupied it by 6:00 p.m. at the latest on the booking day, without the hotel having been informed in advance of a later arrival of the guest. Any cancellations must be communicated to the hotel in due time and in writing and must be reconfirmed by the hotel. In case of



non-arrival of the guest or in case of cancellations after the above-mentioned deadlines, the hotel will charge 100% of the room rate with or without breakfast.

In all cases, the party the proof of a lower, the Proprietor the proof of a higher damage. Insofar as trade customs exist that are contrary to these agreements, it is expressly agreed that between the contracting parties these trade customs have no validity.

#### Prevention from arrival

5.7 If the Party is prevented from arriving at the accommodating establishment on the date of arrival since this is impossible due to unforeseeable extraordinary events (e.g., extreme snowfall, floods etc.), the Party shall not be obliged to pay the agreed remuneration for the date of arrival.

5.8 The obligation to pay the remuneration for the booked stay shall revive as soon as the arrival becomes possible again provided that it becomes possible 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) provided that this is reasonable for the Party, particularly if the difference is insignificant and objectively justified.

6.2 An objective justification shall, for example, be deemed given if the room(s) has (have) become unusable, guests that have already been accommodated prolong their stay, the establishment is overbooked, or this becomes necessary due to other important operational activities.

6.3 Any extra expenses arising from such substitute accommodation shall be paid by the Proprietor.

#### § 7 Rights of the Party

7.1 By entering into an Accommodation Agreement, the Party shall acquire the right to make normal use of the rented rooms and the facilities of the accommodating establishment that are usually accessible to the guests for use without any special conditions and of the usual service. The Party shall exercise their rights in accordance with any applicable hotel and/or guest regulations (rules of the house).

#### § 8 Obligations of the Party

8.1 The Party shall be obliged to pay the agreed remuneration plus any extra amounts that have arisen from the use of special services by the Party and/or the accompanying guests plus any applicable VAT by the date of departure at the latest.

8.2 The Proprietor shall not be obliged to accept foreign currencies. If the Proprietor accepts foreign currencies, such shall be accepted at the current price if possible. If the Proprietor accepts foreign currencies or cashless means of payment, the Party shall pay any associated costs, e.g., for inquiries with credit card companies, telegrams etc.

8.3 The Party shall be liable towards the Proprietor for any damage caused by themselves or the Guest or any other persons that receive services of the Proprietor with the knowledge or in accordance with the intention of the Party.

#### § 9 Rights of the Proprietor

9.1 If the Party refuses to pay or is in arrears with the agreed remuneration, the Proprietor shall be entitled to make use of the legal right of retention in accordance with § 970c of ABGB [Austrian Civil Code] and the legal right of lien in accordance with § 1101 of ABGB with respect to the items brought along by the Party or the Guest. Furthermore, the Proprietor shall be entitled to make use of this right of retention or lien to secure its claims under the Accommodation Agreement, particularly for catering, other expenses made for the Party and for any kind of damage claims.



9.2 If services are requested in the room of the Party or during unusual times of the day (after 8.00 p.m. and before 6.00 a.m.), the Proprietor shall be entitled to charge an extra remuneration. However, such extra remuneration shall be indicated on the price board for the room. The Proprietor may also refuse such services for operational reasons.

9.3 The Proprietor shall be entitled to issue invoices or interim invoices for its services at any time.

## § 10 Obligations of the Proprietor

10.1 The Proprietor shall be obliged to provide the agreed services to an extent that complies with its standards.

10.2 Extra services of the Proprietor that must be indicated accordingly since they are not included in the accommodation remuneration shall, by way of example, include:

- a) Extra accommodation services that may be invoiced separately, such as the provision of lounges, sauna, indoor and/or outdoor swimming pool, solarium, garages etc.
- b) A reduced price shall be charged for the provision of additional beds or cribs.

## § 11 Liability of the Proprietor for damage to items of guests

11.1 The Proprietor shall be liable for the items brought along by the Party in accordance with §§ 970s of ABGB. The Proprietor shall only be liable if the items have been handed over to the Proprietor or the persons authorised by the Proprietor or deposited in a place assigned by such or intended for such purpose. Unless the Proprietor provides other evidence, the Proprietor shall be liable for its own fault or the fault of its vicarious agents and visitors. In accordance with § 970 sec. 1 of ABGB, the Proprietor shall only be liable up to the amount specified in the Austrian law on the liability of landlords and other entrepreneurs of 16 November 1921 (Bundesgesetz über die Haftung der Gastwirte und anderer Unternehmer) as at the time. If the Party or the Guest fails to immediately comply with the Proprietor's request to deposit their items in a special deposit, the Proprietor shall be released from any liability. The amount of any liability of the Proprietor shall be limited to a maximum of the sum insured under the third-party liability insurance of such Proprietor. Any fault of the Party or Guest shall be considered.

11.2 The Proprietor may not be held liable for slight negligence. If the Party is an entrepreneur, the Proprietor may neither be held liable for gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential or indirect damage and no loss of profit shall be reimbursed.

11.3 The Proprietor shall only be liable for valuables, money, and securities up to an amount of currently €550.--. The Proprietor shall only be liable for any exceeding damage in the event it has accepted such items for deposition knowing their quality or in the event the damage has been caused by itself or its vicarious agents. The limitation of liability in accordance with 12.1 and 12.2 shall apply accordingly.

11.4 The Proprietor may refuse to deposit valuables, money, and securities if the items are significantly more valuable than those usually handed over for deposition by the guests of the accommodating establishment.

11.5 In each event of deposition, liability shall be excluded if the Party and/or Guest fails to immediately notify the Proprietor of the occurred damage. Furthermore, such claims shall be asserted in court within three years from their knowledge or possible knowledge to the Party and/or Guest; otherwise, the right shall become extinct.

## § 12 Limitations of liability

12.1 If the Party is a Consumer, the Proprietor may not be held liable for slight negligence, except for bodily injury.

12.2 If the Party is an Entrepreneur, the Proprietor may not be held liable for slight or gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential, non-material or indirect damage and no loss of profit shall be reimbursed. The damage to be reimbursed shall at any case be limited to the amount of the damage incurred because the Party has relied on the validity of the agreement (Vertrauensinteresse).



### § 13 Animals

13.1 Animals may only be brought to the accommodating establishment with the prior consent of the Proprietor and against extra remuneration.

13.2 The Party bringing along an animal shall be obliged to properly keep and/or supervise such animal during their stay or to have it kept and/or supervised by a qualified third party at their own expense.

13.3 The Party and/or Guest bringing along an animal shall have an according animal liability insurance and/or personal liability insurance that covers any potential damage caused by animals. Evidence of such insurance shall be provided to the Proprietor upon request.

13.4 The Party and/or their insurance company shall be jointly and severally liable towards the Proprietor for any damage caused by the animals brought along. Such damage shall particularly also include any compensation to be paid by the Proprietor to third parties.

13.5 Animals shall not be permitted to enter the lounges, saloons, restaurants, and wellness zones.

### § 14 Prolongation of the accommodation

14.1 The Party may not claim for a prolongation of their stay. If the Party informs the Proprietor in time that they intend to prolong their stay, the Proprietor may consent to a renewal of the Accommodation Agreement. However, the Proprietor shall not be obliged to do so.

14.2 If the Party is prevented from leaving the accommodating establishment on the date of departure since all ways of travel are blocked or unusable due to unforeseeable extraordinary events (e.g., extreme snowfall, floods etc.), the Accommodation Agreement shall automatically be renewed for the duration of such prevention from departure. The remuneration to be paid for this period may only be reduced if the Party is unable to fully use the offered services of the accommodating establishment due to the extraordinary weather conditions. The Proprietor shall be entitled to charge as a minimum the remuneration corresponding to the price usually charged in the low season.

### § 15 Termination of the Accommodation Agreement – Early cancellation

15.1 If the Accommodation Agreement has been made for a definite term, it shall end upon the expiry of such term.

15.2 If the Party leaves prematurely, the Proprietor shall be entitled to charge the total agreed remuneration. The Proprietor shall deduct anything saved due to the failure to use its scope of services or maintained by letting the booked rooms to other guests. Such savings shall only be deemed to exist if the capacities of the accommodating establishment are fully used upon the Guest's failure to use the booked rooms and the room can be let to other guests due to the cancellation by the Party. The burden of proof to show that savings have been made shall lie with the Party.

15.3 Upon the death of a Guest, the Agreement with the Proprietor shall become extinct.

15.4 If the Accommodation Agreement has been made for an indefinite term, the Parties may terminate the Agreement by 10.00 a.m. of the third day preceding the intended end of the Agreement.

15.5 The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect for important reasons, particularly if the Party and/or the Guest

a) makes significantly adverse use of the rooms or makes their stay intolerable for the other guests, the owner, its vicarious agents or the third parties staying at the accommodating establishment due to ruthless, offensive, or otherwise highly improper conduct or commits an act against property, morality or physical safety towards these persons that is subject to penalty.

b) suffers of a contagious disease or a disease the duration of which exceeds the term of accommodation or otherwise needs care.

c) fails to settle the presented invoices when they become payable within a reasonably set period (3 days).



15.6 If the performance of the Agreement becomes impossible due to circumstances to be deemed events of force majeure (e.g., acts of God, strike, lockout, official orders etc.), the Proprietor may terminate the Accommodation Agreement at any time without giving prior notice unless the Agreement is already deemed terminated under the law or the Proprietor is released of its obligation to accommodate the Party. Any claims for damages etc. by the Party shall be excluded.

#### § 16 Sickness or death of the Guest

16.1 If a Guest gets sick during their stay at the accommodating establishment, the Proprietor shall arrange for medical care at the request of the Guest. In the event of imminent danger, the Proprietor shall arrange for medical care even without the special request of the Guest, particularly if this is necessary and the Guest is unable to do so themselves.

16.2 As long as the Guest is unable to make decisions or it is not possible to contact the family of the Guest, the Proprietor shall arrange for medical care at the expense of the Guest. However, the extent of such care shall end as soon as the Guest is able to make decisions, or their family has been informed about the sickness.

16.3 The Proprietor shall particularly be entitled to damages from the Party or the Guest or, in the event of their death, their successors for the following expenses:

- a) unsettled medical costs, costs for ambulance transports, drugs, and medical aids
- b) room disinfections that have become necessary,
- c) linen, bed sheets and bed furnishing that have become unusable, or otherwise the disinfection of thorough cleaning of all these items,
- d) restoration of walls, furniture, carpets etc. if such have been contaminated or damaged in relation with the sickness or death,
- e) rent for the room, provided that it has been occupied by the Guest, plus any days during which the rooms are unusable due to disinfection, vacation etc.,
- f) any other damage incurred by the Proprietor.

#### § 17 Place of performance, place of jurisdiction and applicable law

17.1 The place of performance shall be the place where the accommodating establishment is situated.

17.2 These Terms and Conditions shall be governed by Austrian adjective and substantial law under exclusion of the provisions of international private law (particularly IPRG [Austrian act on international private law] and the Rome Convention of 1980) and the UN Sales Convention.

17.3 If the Party is an Entrepreneur, the exclusive place of jurisdiction shall be the domicile of the Proprietor; however, the Proprietor shall also be entitled to assert its rights before any other court that is competent for the location and matter.

17.4 If the Accommodation Agreement has been made with a Party that is a Consumer who has their domicile or ordinary residence in Austria, actions against the Consumer may exclusively be filed at the domicile, ordinary residence, or place of work of such Consumer.

17.5 If the Accommodation Agreement has been made with a Party that is a Consumer who has their domicile in a member state of the European Union (except for Austria), Iceland, Norway or Switzerland, the court that is competent for the domicile of the Consumer in the event of actions against the Consumer in the relevant matter shall have exclusive jurisdiction.

#### § 18 Miscellaneous

18.1 Unless otherwise specified in the above provisions, any time limits shall start upon the document by which such time limit is instructed being delivered to the Party that must comply with the time limit. When calculating a time limit based on days, the day of the moment or event to which the start of the time limit refers shall not be included in the calculation. Time limits based on weeks or months shall refer to the day of the week or month that corresponds to the day starting from which the time limit is to be counted according to its name or number. If the relevant month lacks such day, it shall be replaced with the last day of such month.



18.2 Any declarations shall be received by the other party by the last day of the time limit (12.00 midnight).

18.3 The Proprietor shall be entitled to offset any of its claims against claims of the Party. The Party shall not be entitled to offset any of its claims against claims of the Proprietor unless the Proprietor is insolvent, or the Party's claim has been established by a court or acknowledged by the Proprietor.

18.4 If any gaps arise in relation with the Agreement, the applicable legal provisions shall apply.

#### Additional Instructions for Events

1.

The Organizer shall obtain, in a timely manner and at its own expense, all official permits required for the conduct of the event. The Organizer shall be responsible for complying with such permits and all other public law provisions in connection with the event. If the rights of third parties (copyrights, etc.) are affected during the event, the organizer is obligated to obtain the appropriate permits at his own expense prior to the event and to pay any fees (AKM, etc.) directly. In the event that claims for damages are made against the Hotel, the Organizer shall indemnify the Hotel against such claims.

In order to enable the Hotel to make careful preparations, the Organizer shall notify the Hotel of the final number of participants at least 14 days before the date of the event. Irrespective of such notification, invoicing shall be governed exclusively by the contractual agreements between the parties.

2.

Newspaper advertisements, public or political invitations and sales events shall require the prior written consent of the Hotel. The Hotel shall have the right to cancel the event if the publication is detrimental to the essential interests of the Hotel or if the Hotel has reasonable grounds to believe that the event threatens to jeopardize the smooth operation of the business, the safety or the reputation of the Hotel or its guests. The Organizer shall not be entitled to any claims for damages.

3.

The Hotel reserves the right to make changes to the room as long as this is reasonable for the Organizer, taking into account the interests of the Hotel.

4.

Any change in the number of participants by more than 5% must be notified to the Hotel at least five working days prior to the start of the event and requires the Hotel's written consent.

A reduction in the number of participants by the Customer by no more than 5% shall be recognized by the Hotel in the settlement of accounts. In the event of deviations in excess of this, the originally agreed number of participants less 5% shall apply. The customer shall be entitled to reduce the agreed price by the amount of expenses saved due to the lower number of participants.

In case of an upward deviation, the actual number of participants will be charged.

If the number of participants deviates by more than 10%, the Hotel shall be entitled to adjust the agreed prices and to exchange the confirmed rooms, unless this is unreasonable for the Customer.

5.

If the fixed start of an event is postponed without prior written agreement, the Hotel shall be entitled to charge the Organizer for the advance costs incurred. Reserved rooms shall only be available to the Organizer during the period agreed in writing; use beyond this period shall require the Hotel's consent and shall generally only be granted against additional payment.

If the agreed start or end times of the event are postponed and the hotel agrees to these deviations, the hotel may charge the additional costs appropriately, unless the hotel is at fault. (Example: night surcharge)

6.

The Organizer may bring food and beverages only with the prior written consent of the Hotel. In this case, a service fee will be charged. (corkage fee)





## 7. Technical Equipment and Connections

Insofar as the Hotel procures technical or other equipment for the Organizer from third parties, it shall do so on behalf of and for the account of the Organizer. The Organizer shall be liable for the careful handling and proper return of such equipment and shall indemnify the Hotel against all claims of third parties arising from the provision of such equipment.

The use of the customer's own electrical equipment on the hotel's power supply requires the hotel's written consent. Any malfunctions or damage to the Hotel's technical equipment resulting from the use of such equipment shall be borne by the Customer, unless the Hotel is responsible for such malfunctions or damage. The hotel shall be entitled to record and charge the electricity costs incurred as a result of such use on a flat-rate basis.

The Customer is entitled to use its own telephone, fax and data transmission equipment with the Hotel's consent. The Hotel may charge a connection fee for such use. If suitable facilities of the hotel remain unused due to the connection of the customer's own facilities, a cancellation fee may be charged.

Defects in the technical or other facilities provided by the hotel shall be remedied as soon as possible. Payments may not be withheld or reduced to the extent that the Hotel is not responsible for such disruptions.

## 8. loss of or damage to items brought in.

Exhibits or other items, including personal items, brought by the Customer are at the Customer's risk in the function rooms or in the Hotel. The Hotel shall not be liable for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the Hotel. This does not apply to damages resulting from injury to life, body or health. Furthermore, all cases in which, due to the circumstances of the individual case, safekeeping constitutes an obligation typical of the contract shall be excluded from this exemption from liability.

Decorative materials brought by the Guest must comply with fire safety regulations. The Hotel shall be entitled to demand official proof thereof. If such proof is not provided, the Hotel shall be entitled to remove any material already brought in at the Customer's expense. Due to possible damage, the installation and attachment of objects (decorations) must be coordinated with the hotel in advance.

Exhibits or other items brought in must be removed immediately after the end of the event. If the Customer fails to do so, the Hotel may remove and store such items at the Customer's expense. If the items remain in the event room, the hotel may charge a reasonable fee for their use for the duration of the event. The Customer shall be free to prove that the above claim did not arise or did not arise in the amount claimed.

## 9. Liability of the Organizer

The Organizer shall be liable for any loss or damage caused by himself, his employees, other auxiliary personnel or participants. It is the responsibility of the Organizer to take out appropriate insurance. The Hotel may demand proof of such insurance.

## 10. withdrawal and cancellation for the event, banquet and meeting sectors.

The client/organizer may withdraw from the contract concluded with the hotel/accommodation facility 60 days prior to the start of the event.

In addition, the following cancellation periods and cancellation fees apply:

8th - 4th week before the start of the event:	60% of the total agreed service.
4th – 1st week prior to the start of the event	85% of the total agreed upon service
6 days or less prior to the start of the event,	100% of the total agreed upon service.

Cancellations must be made in writing to the hotel. The deposit will be fully refunded. For all points not regulated in this general agreement, the conditions of the Austrian Hotel Regulations, [www.hotelverband.at/OEHVB](http://www.hotelverband.at/OEHVB), shall apply.

The organizer reserves the right to prove lesser damages, and the hotel reserves the right to prove greater damages.

If the requested/agreed advance payments are not made in the requested/agreed amount or by the requested/agreed date of receipt of payment, the hotel shall be entitled to withdraw from the contract at any time by means of a written declaration.