

General Terms and Conditions for the Hotel Industry (based on AGBH 2006, adapted)

This version is based on the AGBH 2006 and has been adapted in certain points.

§ 1 Scope

1.1 These General Terms and Conditions for the Hotel Industry (hereinafter "AGBH 2006") replace the previous ÖHVB in the version dated 23 September 1981.

1.2 The AGBH 2006 do not exclude special agreements. The AGBH 2006 are subsidiary to individually agreed provisions.

§ 2 Definitions

2.1

"Accommodation provider": A natural or legal person who accommodates guests for payment.

"Guest": A natural person who uses accommodation services. The guest is generally also the contracting party. Guests also include those persons travelling with the contracting party (e.g. family members, friends, etc.).

"Contracting party": A natural or legal person from Austria or abroad who concludes an accommodation contract as a guest or on behalf of a guest.

“Consumer” and “Entrepreneur”: These terms are to be understood within the meaning of the Austrian Consumer Protection Act 1979 as amended.

“Accommodation contract”: The contract concluded between the accommodation provider and the contracting party, the content of which is regulated in more detail below.

§ 3 Conclusion of Contract – Deposit

3.1 The accommodation contract is concluded upon acceptance of the contracting party’s booking/order by the accommodation provider. Electronic declarations are deemed received when the party for whom they are intended can access them under normal circumstances and access takes place during the accommodation provider’s published business hours.

3.2 The accommodation provider is entitled to conclude the accommodation contract on the condition that the contracting party pays a deposit. In this case, the accommodation provider must inform the contracting party of the required deposit before accepting the written or oral booking/order. If the contracting party agrees to the deposit (in writing or orally), the accommodation contract is concluded upon receipt by the accommodation provider of the contracting party’s declaration of consent to pay the deposit.

3.3 The contracting party is obliged to pay the deposit no later than 7 days (received) before the start of accommodation. The contracting party bears the costs of the money transfer (e.g. bank transfer fees). For credit and debit cards, the respective terms and conditions of the card companies apply.

3.4 The deposit is a partial payment towards the agreed total amount.

3.5 If a deposit has been paid, we reserve the right to retain it even if the booking is cancelled within an otherwise free cancellation period.

§ 4 Start and End of Accommodation

4.1 Unless the accommodation provider offers a different check-in time, the contracting party is entitled to occupy the rented rooms from 3:00 p.m. on the agreed day ("arrival day").

4.2 If a room is used for the first time before 7:00 a.m., the preceding night counts as the first overnight stay.

4.3 The rented rooms must be vacated by 10:00 a.m. on the day of departure. The accommodation provider is entitled to charge an additional day if the rooms are not vacated in due time.

§ 5 Withdrawal from the Accommodation Contract – Cancellation Fee

5.1 Varying cancellation conditions / the IBE is decisive

The cancellation conditions vary depending on the package or offer. The cancellation conditions displayed when the booking is concluded via the IBE (in particular during the booking process and at the latest on the deposit/payment page) are decisive.

Different cancellation conditions may apply for certain occasions or periods (e.g. Christmas, Carnival/Fasching); these are also displayed in the IBE before the contract is concluded.

5.2 Deposit in the case of fundamentally free cancellation

If a booking is cancelled within an otherwise free cancellation period, we reserve the right—if a deposit has been paid—to retain the deposit pursuant to § 3.5.

5.3 Standard rates (3/4 board, room with breakfast, overnight stay)

Unless different conditions are displayed in the IBE, the following cancellation fees apply to standard rates (as % of the total amount):

- up to the 91st day before arrival: free of charge (deposit may be retained pursuant to § 3.5)
- 90 to 42 days before arrival: 30%
- 41 to 14 days before arrival: 40%
- 13 to 10 days before arrival: 70%
- 9 to 5 days before arrival: 90%
- from 4 days before arrival / no-show: 100%

5.4 Packages

Unless different conditions are displayed in the IBE, the following cancellation fees apply to packages (as % of the total amount):

- up to the 91st day before arrival: 50%
- from the 90th day before arrival / no-show: 100%

5.5 Early-bird offers

Unless different conditions are displayed in the IBE, the following cancellation fees apply to early-bird offers (as % of the total amount):

- up to 90 days before arrival: free of charge (deposit may be retained pursuant to § 3.5)
- 89 to 45 days before arrival: 30%
- 44 to 16 days before arrival: 50%
- from 15 days before arrival / no-show: 100%

5.6 Last-minute offers

Last-minute offers are—unless otherwise stated in the IBE—non-cancellable; a cancellation fee of 100% of the total amount applies.

5.7 Receipt / compliance with deadline (text form)

Cancellations must be made in text form (e.g. email). To meet the deadline, the cancellation must be received by us no later than 12:00 midnight on the last day of the applicable period.

§ 6 Provision of Alternative Accommodation

6.1 The accommodation provider may provide the contracting party and/or the guests with adequate alternative accommodation (of the same quality) if this is reasonable for the contracting party, especially if the deviation is minor and objectively justified.

6.2 An objective justification exists, for example, if the room has become unusable, guests already accommodated extend their stay, overbooking occurs, or other important operational measures require this step.

6.3 Any additional expenses for the alternative accommodation shall be borne by the accommodation provider.

§ 7 Rights of the Contracting Party

By concluding an accommodation contract, the contracting party acquires the right to the customary use of the rented rooms, the facilities of the accommodation establishment and the customary service. The contracting party must exercise their rights in accordance with any hotel and/or guest guidelines (house rules).

§ 8 Obligations of the Contracting Party

8.1 The contracting party is obliged to pay the agreed amount, plus any additional charges for separate services, no later than the time of departure.

8.2 The accommodation provider is not obliged to accept foreign currencies. If accepted, they will be taken at the daily exchange rate as far as practicable.

8.3 The contracting party is liable for damages caused by them, the guest, or other persons who, with the knowledge or will of the contracting party, make use of the services.

§ 9 Rights of the Accommodation Provider

9.1 If the contracting party refuses payment or is in arrears, the accommodation provider is entitled to the statutory right of retention and lien pursuant to §§ 970c and 1101 ABGB (Austrian Civil Code) on the items brought in.

9.2 If room service is requested or service is requested at unusual times of day (after 8:00 p.m. and before 6:00 a.m.), the accommodation provider may charge a special fee.

9.3 The accommodation provider has the right to invoice its services at any time or to issue interim invoices.

§ 10 Obligations of the Accommodation Provider

10.1 The accommodation provider is obliged to provide the agreed services to an extent corresponding to its standard.

10.2 Special services subject to mandatory price display include, for example, the provision of function rooms, sauna, indoor pool, garage parking, or additional/children's beds.

§ 11 Liability of the Accommodation Provider for Items Brought In

11.1 The accommodation provider is liable pursuant to §§ 970 et seq. ABGB for items brought in by the contracting party. Liability exists only if the items have been handed over to the accommodation provider or its authorised staff or have been brought to a place designated or instructed by them. If the accommodation provider cannot provide proof to the contrary, it is liable for its own fault or the fault of its staff as well as persons entering and leaving.

Liability is limited pursuant to § 970(1) ABGB to the amount set out in the Federal Act of 16 November 1921 on the liability of innkeepers and other entrepreneurs as amended. If the contracting party or guest does not immediately comply with the accommodation provider's request to deposit their belongings in a special storage location, the accommodation provider is released from any liability. Any liability is limited to the amount of the accommodation provider's liability insurance cover. Any fault of the contracting party or guest must be taken into account.

11.2 The accommodation provider's liability for slight negligence is excluded. If the contracting party is an entrepreneur, liability for gross negligence is also excluded. In this case, the contracting party bears the burden of proof regarding fault. Consequential or indirect damages as well as lost profits are not compensated in any case.

11.3 For valuables, cash and securities, the accommodation provider is liable only up to the amount of currently EUR 550. The accommodation provider is liable beyond this only if it accepted these items for safekeeping in knowledge of their nature or if the damage was caused by the accommodation provider itself or its staff. The liability limitations under 11.1 and 11.2 apply accordingly.

11.4 The accommodation provider may refuse to accept valuables, cash and securities for safekeeping if they are substantially more valuable than those usually deposited by guests of the respective accommodation establishment.

11.5 In all cases of accepted safekeeping, liability is excluded if the contracting party and/or guest does not notify the accommodation provider of the damage immediately after becoming aware of it. In addition, such claims must be asserted in court within three years from knowledge or

possible knowledge by the contracting party or guest; otherwise the right is forfeited.

§ 12 Limitations of Liability

12.1 If the contracting party is a consumer, the accommodation provider's liability for slight negligence is excluded, except for personal injury.

12.2 If the contracting party is an entrepreneur, the accommodation provider's liability for slight and gross negligence is excluded. In this case, the contracting party bears the burden of proof regarding fault. Consequential, non-material or indirect damages as well as lost profits are not compensated. In any event, the damage to be compensated is limited to the amount of the reliance interest.

§ 13 Keeping of Animals

13.1 Animals may only be brought into the accommodation establishment with the prior consent of the accommodation provider and, if applicable, against a special fee.

13.2 The contracting party bringing an animal is obliged to keep and supervise it properly during the stay or, at their own expense, have it kept/supervised by suitable third parties.

13.3 The contracting party or guest bringing an animal must have appropriate animal liability insurance or private liability insurance covering possible damage caused by animals. Proof of such insurance must be provided upon request by the accommodation provider.

13.4 The contracting party and/or its insurer are jointly and severally liable to the accommodation provider for damage caused by brought-in animals. The damage includes, in particular, any compensation payments the accommodation provider must make to third parties.

13.5 Animals are not permitted in lounges, function rooms, restaurant areas and wellness areas.

§ 14 Extension of the Accommodation

14.1 The contracting party has no entitlement to an extension of the stay. If the contracting party announces the wish to extend in good time, the accommodation provider may agree to extend the accommodation contract. The accommodation provider is under no obligation to do so.

14.2 If the contracting party cannot leave the accommodation establishment on the day of departure because all departure routes are closed or unusable due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, flooding, etc.), the accommodation contract is automatically extended for the duration of the impossibility of departure. A reduction of the price for this period is only possible if the contracting party cannot fully use the services offered due to the extraordinary weather conditions. The accommodation provider is entitled to demand at least the amount corresponding to the price usually charged in the low season.

§ 15 Termination of the Accommodation Contract – Early Cancellation

15.1 If the accommodation contract was concluded for a fixed period, it ends upon expiry of the period.

15.2 If the contracting party departs early, the accommodation provider is entitled to demand the full agreed amount. The accommodation provider will deduct what it saved as a result of the non-use of its services or what it received through renting the booked rooms to others. Savings exist only if the accommodation establishment was fully booked at the time of non-use and the room can be rented to other guests due to the cancellation. The contracting party bears the burden of proof for any savings.

15.3 The contract with the accommodation provider ends upon the death of a guest.

15.4 If the accommodation contract was concluded for an indefinite period, the parties may terminate the contract by 10:00 a.m. on the third day prior to the intended end of the contract.

15.5 The accommodation provider is entitled to terminate the accommodation contract with immediate effect for good cause, in particular if the contracting party or guest

a) makes significantly detrimental use of the premises or, through reckless, offensive or otherwise grossly improper behaviour, makes cohabitation unpleasant for other guests, the owner, its staff or third parties, or commits a criminal offence against property, morality or physical safety towards these persons;

b) suffers from a contagious disease or an illness extending beyond the accommodation period, or otherwise requires care;

c) fails to pay presented invoices when due within a reasonable grace period (3 days).

15.6 If performance of the contract becomes impossible due to an event deemed force majeure (e.g. natural events, strike, official orders, etc.), the accommodation provider may terminate the accommodation contract at any time without observing a notice period, unless the contract is already considered terminated by law or the accommodation provider is released from its accommodation obligation. Any claims for damages etc. by the contracting party are excluded.

15.7 Force majeure / official measures – travel impediment with ongoing operational readiness

If the contracting party's journey is impeded or (temporarily) rendered impossible due to force majeure (e.g. natural events) or official measures (e.g. road closures, traffic restrictions, official orders), while the accommodation provider is able to provide the agreed services properly, the accommodation contract generally remains in force.

In this case, the agreed cancellation conditions and/or no-show rules pursuant to § 5 apply, depending on the booked offer.

The accommodation provider will deduct saved expenses and/or ancillary services not used and not provided (in particular meals/board) within the scope of the applicable legal provisions.

15.8 Clarification: time of service provision

Unless otherwise agreed, the accommodation service is deemed provided from the time stated in § 4.1 (3:00 p.m. on the arrival day).

§ 16 Illness or Death of the Guest

16.1 As long as the guest is not able to make decisions or the guest's relatives cannot be contacted, the accommodation provider will arrange medical treatment at the guest's expense. The scope of this care ends as soon as the guest can make decisions or the relatives have been informed.

16.2 The accommodation provider has claims for reimbursement against the contracting party and the guest or, in the event of death, against their legal successors, in particular for the following costs:

- a) outstanding medical fees, costs of medical transport, medicines and medical aids,
- b) any necessary room disinfection,
- c) laundry, bed linen and bedding that has become unusable, otherwise the costs of cleaning or disinfection,
- d) restoration of walls, furnishings, carpets, etc., insofar as these were soiled or damaged in connection with the illness or death,
- e) room charge insofar as the room was used by the guest, plus any days during which the room was unusable due to disinfection or clearance,
- f) any other damages incurred by the accommodation provider.

§ 17 Place of Performance, Jurisdiction and Choice of Law

17.1 The place of performance is the location of the accommodation establishment.

17.2 This contract is governed by Austrian formal and substantive law, excluding the rules of private international law (in particular IPRG and EVÜ) as well as the UN Convention on Contracts for the International Sale of Goods.

17.3 In bilateral business-to-business transactions, the exclusive place of jurisdiction is the registered office of the accommodation provider; the accommodation provider is also entitled to assert its rights before any other locally and materially competent court.

17.4 If the accommodation contract was concluded with a contracting party who is a consumer and has their residence or habitual abode in Austria, claims against the consumer may be brought exclusively at the consumer's residence, habitual abode or place of employment.

17.5 If the accommodation contract was concluded with a contracting party who is a consumer and has their residence in a member state of the European Union (except Austria), Iceland, Norway or Switzerland, the court locally and materially competent for the consumer's residence has exclusive jurisdiction.

§ 18 Miscellaneous

18.1 Unless the above provisions provide otherwise, a time limit begins to run upon delivery of the document triggering the time limit to the contracting party.

18.2 Declarations must be received by the other contracting party by the last day of the period (24:00).

18.3 The accommodation provider is entitled to set off its own claims against claims of the contracting party. The contracting party is not entitled to set off its own claims against claims of the accommodation provider unless the accommodation provider is insolvent or the contracting party's claim has been legally established or acknowledged by the accommodation provider.

18.4 In the event of regulatory gaps, the relevant statutory provisions shall apply.