

**I. Scope of application**

1. These terms and conditions apply to hotel accommodation contracts as well as all other services and deliveries provided by the hotel for the guest.
2. Deviating provisions, also insofar as they are contained in the general terms and conditions of the guest or the customer shall not apply unless they are expressly recognized by the hotel in writing. Unless this Contract has been concluded, use of the services provided by the hotel is not permitted. You may not enter into this Contract if you are unable to enter into a binding contract with the hotel due to applicable law (e.g. because you are not of legal age).

**II. Conclusion of Contract**

1. Following a booking request of the guest, a hotel accommodation contract (hereinafter referred to as "Contract") with the respective operating company of the hotel shall be concluded with a corresponding booking confirmation of the hotel.
2. Contracting parties are the hotel and the guest. If a third party makes the booking for the guest, it is liable to the hotel as the customer together with the guest as joint and several debtors for all obligations arising from the Contract. Irrespective of this, the customer is obligated to forward all information relevant to the booking, in particular these General Terms and Conditions, to the guest.
3. The subletting and reletting or any other transfer of use to third parties of the rooms provided as well as their use for purposes other than accommodation are prohibited and require the prior written consent of the hotel.

**III. Services, prices, payment**

1. The hotel is obligated to keep the rooms booked by the guest available in accordance with these General Terms and Conditions and to provide the agreed services in accordance with the booking confirmation.
2. The guest is obligated to pay the applicable or agreed prices of the hotel for the provision of the room and the other services used by the guest in accordance with the booking confirmation. This also applies to services and expenses of the hotel towards third parties initiated by the guest or the customer.
3. The agreed prices include the taxes and local charges legally applicable at the time of the conclusion of the Contract. If the period between the conclusion of the Contract and the arrival of the guest exceeds four months and if the statutory sales tax or other taxes and duties change after the conclusion of the Contract, the hotel reserves the right to increase or decrease the agreed prices by the amount by which the applicable sales tax or local taxes and duties have increased or decreased.
4. The hotel may make its consent to a reduction requested by the guest after conclusion of the Contract in the number of rooms booked, the service of the hotel or the length of stay of the guest dependent on the fact that the price for the rooms and/or for the other services of the hotel are increased.
5. Invoices of the hotel are payable immediately upon receipt without deduction. The hotel is entitled at any time to

demand payment of due receivables from the guest. The guest shall be in default at the latest if he does not make payment within 30 days after the due date and receipt of an invoice; this shall only apply to a guest who is a consumer if these consequences have been specifically pointed out in the invoice. In the event of late payment, the hotel is entitled to charge consumers interest on arrears at a rate of 5 percentage points above the prime rate. In commercial transactions, the default interest rate is 8 percentage points above the base interest rate. The hotel reserves the right to claim higher damages.

The hotel may charge a reminder fee of €5.00 for each reminder sent after the default has occurred.

6. The hotel is also entitled to demand a reasonable advance payment or security deposit from the guest in the form of a credit card guarantee, a down payment or similar upon conclusion of the Contract or thereafter. The amount of the advance payment and its due date may be agreed in writing in the Contract.
7. In justified cases, e.g. payment arrears on the part of the guest or expansion of the scope of the Contract, the hotel shall be entitled to demand an advance payment or security deposit within the meaning of the above paragraph 5 or an increase in the advance payment or security deposit agreed in the Contract up to the full agreed remuneration, even after conclusion of the Contract until the start of the stay.
8. The hotel is also entitled to demand from the guest, at the beginning and during the stay, an appropriate advance payment or security deposit within the meaning of the above paragraph 6 for existing and future claims arising from the Contract, insofar as such a payment has not already been made in accordance with the above paragraph 6 and/or paragraph 7.

Furthermore, the hotel shall be entitled to make any claims accrued during the guest's stay at the hotel due at any time by issuing an interim invoice and to demand immediate payment.

9. The guest may only offset undisputed or legally established claims against claims of the hotel if they are not legally related claims or in the event of insolvency of the hotel.

**IV. Withdrawal of the guest, cancellation**

1. The services offered by the hotel are accommodation services for other than residential purposes or leisure services within the meaning of § 18 (1)(10) FAGG, which are provided on a specific date or within a specific period. Accordingly, the guest shall not be entitled to a statutory right of withdrawal pursuant to § 11 FAGG.
2. The guest shall only be entitled to withdraw from the Contract concluded with the hotel if such a right has been expressly agreed in writing in the Contract or if the hotel expressly agrees to the cancellation of the Contract in writing.
3. In the event that the hotel and the guest have agreed on a date for withdrawal from the Contract free of charge, the guest may withdraw from the Contract by this date without triggering any claims for payment or damages on the part of the hotel.
4. If a right of withdrawal has not been agreed or has already expired, there shall also be no statutory right of withdrawal or

## General Terms and Conditions for Hotel Accommodation Contracts

if the customer has the right to terminate the Contract and the hotel does not agree to the cancellation of the Contract, the hotel retains the right to the agreed remuneration despite the fact that the service has not been used. The hotel shall credit the revenue from renting the rooms to other parties as well as the saved expenses. If the rooms are not otherwise rented out, the hotel may make a flat-rate deduction for saved expenses. In this case the guest is obliged to pay 90% of the contracted price for accommodation with or without breakfast, 80% for half board and 70% for full board arrangements.

5. If the hotel calculates the specific compensation, the amount of compensation shall not exceed the amount of the contractually agreed price for the service to be provided by the hotel less the value of the expenses saved by the hotel and what the hotel acquires through other uses of the hotel services.
6. The provisions on compensation set forth above apply correspondingly if the guest refrains from making use of the booked room or the booked services without the written consent of the hotel.
7. If the hotel has granted the guest in the Contract an additional option to withdraw from the Contract within a certain period of time without the obligation to pay compensation (right of free withdrawal), the hotel has no right to compensation. The timeliness of the declaration of withdrawal is determined by its receipt by the hotel. The Guest must declare the withdrawal in writing.

### V. Withdrawal of the hotel

1. Insofar as the guest has been granted a free right of withdrawal in accordance with Clause IV Paragraph 2, the hotel shall also be entitled to withdraw from the Contract within the agreed period of time if there are inquiries from other guests regarding the booked rooms and the guest does not waive his/her free right of withdrawal upon being asked by the hotel. This applies accordingly to the granting of an option if other inquiries exist and the guest is not prepared to make a firm booking after being asked by the hotel to do so within a reasonable period of time.
2. If an advance payment or security deposit agreed in accordance with Clause III, Paragraphs 6, 7 and/or 8 is not made within a period set for this purpose, the hotel shall also be entitled to withdraw from the Contract.
3. Furthermore, the hotel is entitled to withdraw from the Contract for good cause, in particular if
  - force majeure or other circumstances beyond the control of the hotel make it impossible to fulfill the Contract;
  - rooms are booked under a misleading or false statement of material facts, e.g. concerning the person of the guest or the customer;
  - the hotel has reasonable grounds to believe that the use of the hotel service may significantly jeopardize the smooth operation of the business, the safety of the hotel guests or staff or the reputation of the hotel in public, without this being attributable to the hotel's domain or organization;
  - there is an unauthorized subletting or reletting in accordance with Clause II, Paragraph 3;
  - a case of Clause VI, Paragraph 3 has been established;
  - the hotel becomes aware of circumstances that the financial situation of the guest or the customer has deteriorated significantly after the conclusion of the Contract, in particular if the guest or the

customer does not settle due claims of the hotel or does not provide sufficient security and therefore payment claims of the hotel appear to be at risk;

- the guest of the customer has filed an application for the opening of insolvency proceedings against its assets, has submitted a list of assets pursuant to § 47 EO (Exekutionsordnung; Enforcement Regulation), has initiated extrajudicial proceedings for the settlement of debts or has suspended its payments;
  - insolvency proceedings are opened against the assets of the guest or the customer or the initiation of such proceedings is rejected for lack of assets or for other reasons.
4. The hotel must inform the guest immediately in text form of the exercise of the right of withdrawal.
  5. In the aforementioned cases of withdrawal, the guest or the customer shall not be entitled to claim damages.

### VI. Arrival and departure

1. The guest does not have a claim to the provision of certain rooms, unless the hotel has confirmed the provision of certain rooms in writing.
2. Booked rooms are available to the guest from 3 p.m. on the agreed day of arrival. The guest has no right to earlier provision.
3. Booked rooms are to be claimed by the guest no later than 4 p.m. on the agreed day of arrival. Unless a later arrival time has been expressly agreed, the hotel has the right to assign booked rooms to other parties after 4 p.m. without the guest being able to derive any compensation claims from this. The hotel has a right of withdrawal in this regard.
4. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 12 p.m. at the latest. Thereafter, the hotel may charge the daily room rate for the additional use of the room until 4 p.m., and 100% of the full valid room rate after 4 p.m., in addition to any damages incurred due to the late check-out.

### VII. Liability of the hotel, limitation period

1. In the event of disruptions or deficiencies in the hotel's services, the hotel will endeavor to remedy the situation upon the guest's immediate complaint. If the guest or customer is a contractor and culpably fails to notify the hotel of a defect, the guest or customer shall not be entitled to a reduction of the contractually agreed fee.
2. The hotel is liable in accordance with the statutory provisions for all damages arising from injury to life, limb and health, as well as for fraudulently concealed defects and a guarantee assumed by the hotel.
3. For all other damages not covered by Clause VII, Paragraph 2 and caused by slightly negligent conduct of the hotel, its legal representatives or its vicarious agents, the hotel shall only be liable

if these damages are due to the violation of an essential contractual obligation in a way that endangers the purpose of the Contract. In these cases, liability shall be limited to the foreseeable damage typical for the Contract.

4. The limitations of liability set forth above shall apply to all claims for damages, regardless of their legal basis, including claims in tort. The limitations of liability set forth above shall also apply in cases of any claims for damages by a guest against employees or vicarious agents of the hotel. It shall not apply in cases of liability for a defect following the assumption of a guarantee for the quality of an item or a work, in the case of fraudulently concealed defects or in the case of personal injury.
5. The hotel shall be liable to the guest for items brought in by the guest in accordance with the statutory provisions, i.e. up to a maximum amount of €1,100.00. Within the scope of the foregoing, the hotel shall be liable for valuables, money and securities up to a maximum amount of €550.00. These maximum amounts are not to be added together even in the case of cumulative applicability.

These maximum amounts do not apply if the hotel has taken these items into its safekeeping with knowledge of their condition. The same applies if the damage was caused by the hotel or its employees.

The guest's liability claims expire if the guest does not notify the hotel immediately (i.e. without culpable hesitation) after becoming aware of the loss, destruction or damage.

The hotel is only liable for valuables, jewelry, large amounts of money and securities if the hotel deposits them in the central safe in exchange for receipts.
6. Insofar as a parking space in the hotel garage or in a hotel parking lot is made available to the guest, even for a fee, this shall not constitute a safekeeping agreement. The hotel has no monitoring obligation. The hotel is not liable for loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents, unless the hotel, its legal representatives or its vicarious agents are responsible for intent or gross negligence. In this case, the damage must be claimed against the hotel at the latest when leaving the hotel property.
7. Wake-up calls are carried out by the hotel with the utmost care. Claims for damages, except for gross negligence or intent, are excluded.
8. Messages, mail and merchandise shipments for guests are handled with care. The hotel will assume responsibility for the storage and - upon request - forwarding of mail and merchandise shipments for a fee; this also applies - on request of the guest - for lost property. Claims for damages, except for gross negligence or intent, are excluded. The hotel is entitled to hand over the aforementioned items to the local lost and found office after a storage period of one month at the latest and by charging a reasonable fee.
9. Claims for damages by the guest shall become statute-barred at the latest after two years from the time at which the guest becomes aware of the damage or

without regard to this knowledge at the latest after three years from the time of the damaging event. This does not apply to liability for damages resulting from injury to life, limb or health or for other damages resulting from an intentional and grossly negligent breach of duty by the hotel, a legal representative or vicarious agent of the hotel.

#### VIII. Final Provisions, place of jurisdiction, applicable law

1. Changes or additions to the Contract must be made in writing. This also applies to a waiver of this written form requirement.
2. The place of performance and payment is the registered office of the hotel.
3. In the event of any action arising out of or in connection with this agreement, it is agreed that the *Bezirksgericht Innere Stadt Wien* (Vienna district court) shall have jurisdiction. Notwithstanding this provision, actions against consumers within the meaning of the *Konsumentenschutzgesetzes* (consumer protection act) may be brought before the court in whose district the consumer's domicile, habitual residence or place of employment is located.
4. The law of the Republic of Austria shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) as well as to the exclusion of its conflict of law rules relating to private international law (in particular IPRG and EVÜ).
5. Should individual provisions of these general terms and conditions for hotel accommodation contracts be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

Status: January 2023