

## **General Terms and Conditions Falkensteiner Hotels & Residences**

(As of December 2023)

### **1. Scope of application**

- 1.1. These General Terms and Conditions apply to all contracts (e.g., accommodation contracts or contracts for the provision of other services) concluded by an operating company of the Falkensteiner Michaeler Tourism Group in relation to a hotel operated by them (Falkensteiner Hotels & Residences) or another subsidiary of the Falkensteiner Michaeler Tourism Group in relation to a hotel managed by them (hereinafter referred to as the "**Hotel Operating Company**").
- 1.2. If the contracting party of the Hotel Operating Company is not simultaneously a hotel guest, the contracting party is obligated to transfer the obligations arising from these General Terms and Conditions to the hotel guest.
- 1.3. A contract with a Hotel Operating Company is only concluded under these General Terms and Conditions. Any terms and conditions of the contracting party shall not apply.

### **2. Definitions**

#### **„Hotel Guest“:**

A natural person who avails themselves of accommodation services. The hotel guest is typically also the contracting party. Individuals who accompany the contracting party (e.g., family members, friends, etc.) are also considered hotel guests.

#### **„Contracting Party“:**

A natural or legal person from within or outside the country who enters into an accommodation contract on behalf of a hotel guest or for their own stay as a hotel guest.

#### **„Entrepreneur" or "Consumer“:**

These terms are understood in accordance with the Consumer Protection Act.

#### **„Contract“:**

The accommodation contract or contract for other services concluded between the operating company and the contracting party, the details of which are subsequently regulated.

### **3. Contract Formation | Deposit**

- 3.1. The contract with the Hotel Operating Company is formed upon acceptance of the order by the contracting party. The Hotel Operating Company may choose to confirm a booking in writing or not.
- 3.2. If the Hotel Operating Company requests the contracting party to make a deposit or provide credit card authorization, the contract is formed on the condition that the contracting party makes the deposit or provides the credit card authorization (see below) within the specified timeframe.
- 3.3. Unless the Hotel Operating Company has expressly set a different deadline in written form, the contracting party is obligated to make the deposit or provide the credit card authorization no later than 7 days after the booking. The costs of the money transfer (e.g., transfer fees) are borne by the contracting party.

- 3.4. The respective terms and conditions of the card companies apply to credit and debit cards. The contracting party is obliged to provide the necessary data to the Payment Service Provider appointed by the Hotel Operating Company.
- 3.5. The deposit is a partial payment towards the agreed-upon consideration.

#### **4. Commencement and Termination of Accommodation**

- 4.1. The contracting party has the right, unless the Hotel Operating Company offers a different check-in time, to occupy the rented rooms from 4:00 PM on the agreed-upon day ("**arrival day**").
- 4.2. If a room is first occupied before 6:00 AM, the preceding night will be counted as the first night of stay.
- 4.3. The contracted rooms must be vacated by the contracting party on the day of departure by 10:00 AM. If the return is not made by this time, the Hotel Operating Company may charge the contracting party up to 100% of the full accommodation price (list price) for the additional usage. In addition, the contracting party is obliged to compensate any further damage resulting from the delayed return, in accordance with statutory regulations.

#### **5. Cancellation by the Contracting Party | Cancellation Fee**

- 5.1. In the case of online bookings or accommodation contracts concluded through distance selling, the right of withdrawal by the contracting party is excluded within 14 days of contract conclusion. The agreed-upon cancellation conditions associated with the room rate shall apply.
- 5.2. Unless otherwise agreed upon in writing on an individual basis, cancellation by the contracting party is only permissible if the following cancellation fees are paid:
  - Up to 28 days before arrival: 15% of the total amount of the booked stay.
  - 27 to 7 days before arrival: 45% of the total amount of the booked stay.
  - 6 to 1 day before arrival: 75% of the total amount of the booked stay.
  - On the day of arrival: 90% of the total amount of the booked stay.
  - In case of no-show, unused rooms, or early departure, 100% of the total amount will be charged.

#### **6. Cancellation by the Hotel Operating Company**

- 6.1. If the contract specifies a deposit, and the contracting party does not make the deposit within the specified timeframe, the Hotel Operating Company can withdraw from the contract without further notice.
- 6.2. If the guest does not appear by 6:00 PM on the agreed-upon day of arrival, there is no obligation to provide accommodation unless a later arrival time has been agreed upon.
- 6.3. If the contracting party has made a deposit, the reserved rooms will remain available until 10:00 AM on the day following the agreed-upon arrival date. In the case of a prepayment for more than four days, the obligation to provide accommodation ends at 6:00 PM on the fourth day, with the arrival day counted as the first day, unless the hotel guest communicates a later arrival date.
- 6.4. The Hotel Operating Company is at all times entitled to withdraw from the contract without notice for valid reasons, such as:
  - Force majeure or other circumstances beyond the control of the Hotel Operating Company that make it impossible to fulfill the contract. This also includes the non-opening of the hotel for the relevant period due to significant economic reasons.
  - Rooms are booked under misleading or false representation of essential facts, such as the guest's identity or purpose of stay.

- The Hotel Operating Company has justified cause to believe that the use of hotel services may jeopardize the smooth operation of the business, without this being attributable to the hotel's sphere of control or organization.
- There is a significant violation of these General Terms and Conditions.

## **7. Rights of the Contracting Party**

- 7.1. By entering into an accommodation contract, the contracting party acquires the right to the customary use of the rented rooms, the facilities of the hotel that are typically made available to guests without special conditions, and to the usual services. The contracting party is required to exercise these rights in accordance with any hotel and/or guest policies (house rules).

## **8. Obligations of the Contracting Party**

- 8.1. The contractual partner is obliged to pay the agreed fee plus any additional amounts that have arisen due to separate services used by him and/or the guests accompanying him, including statutory value-added tax, at the latest at the time of departure. The offered fees are, unless otherwise regulated in individual cases, inclusive of all taxes and duties. Any fee changes due to taxes and duties shall be borne by the contractual partner. New taxes and duties will be added to the agreed fees and shall be paid by the contractual partner.
- 8.2. The Hotel Operating Company is not obligated to accept foreign currencies. If the Hotel Operating Company accepts foreign currencies, they will be exchanged at the daily exchange rate where feasible. If the Hotel Operating Company accepts foreign currencies or cashless payment methods, the contracting party is responsible for all associated costs, such as inquiries with credit card companies, etc.
- 8.3. The contractual partner, as well as all hotel guests, are jointly and severally liable to the hotel operating company for any damage caused by him/her or the hotel guest or any other persons who receive services from the hotel operating company with the knowledge or consent of the contractual partner. Parents are particularly liable for their children.
- 8.4. Subleasing or transferring the provided hotel rooms, as well as their use for purposes other than accommodation, requires prior written consent from the Hotel Operating Company.
- 8.5. The contracting party agrees to inform the Hotel Operating Company spontaneously and promptly (but no later than at the time of contract conclusion) if the intended use and/or event planned by them in the hotel, whether due to its political, religious, or other nature, is likely to attract public interest or affect the interests of the hotel.
- 8.6. Newspaper advertisements, other promotional activities, and publications related to the hotel generally require prior written consent from the Hotel Operating Company.
- 8.7. If the customer violates the duty to inform according to point 8.5., or if a publication occurs without such consent according to point 8.6., the hotel operating company has the right to prohibit the use in the desired manner or to withdraw from the contract. Subject to claims for damages.
- 8.8. Invoices from the Hotel Operating Company without a due date are payable immediately without deductions. Objections to invoices can only be raised within one month of receipt.
- 8.9. In the event of payment default by the contracting party, the Hotel Operating Company is entitled to charge default interest at a rate of 5% per annum for consumers and the statutory default interest for entrepreneurs. The assertion of default damages exceeding these interest charges by the Hotel Operating Company is expressly reserved.

- 8.10. In any case, the contractual partner and all hotel guests are jointly liable to the hotel operating company for every claim/damage, regardless of how it is described.

## **9. Rights of the Hotel Operating Company**

- 9.1. If the contracting party refuses to pay the agreed-upon fee or is in arrears, the Hotel Operating Company has the statutory right of retention according to § 970c of the Austrian Civil Code (ABGB) and the statutory right of lien according to § 1101 ABGB on items brought by the contracting party or the hotel guest. This right of retention or lien also serves to secure the Hotel Operating Company's claims arising from the contract, especially for meals, other expenses incurred on behalf of the contracting party, and any claims for compensation of any kind.
- 9.2. If room service is requested by the contracting party in their room or during extraordinary hours (after 8:00 PM and before 6:00 AM), the Hotel Operating Company is entitled to charge a special fee for this service. However, this special fee must be indicated on the room price list. The Hotel Operating Company may also refuse these services for operational reasons.
- 9.3. The hotel operating company has the right to invoice or issue an interim invoice for the services at any time and to demand immediate payment.
- 9.4. The accommodation fee may be adjusted by the Hotel Operating Company if the contracting party requests changes in the number of booked rooms, services, or the length of stay of the hotel guests after the fact, and the Hotel Operating Company agrees. Furthermore, the accommodation fee may be increased by the Hotel Operating Company, for substantiated reasons, by a maximum of 15% if the period between the contract conclusion and the arrival date is greater than 4 months.

## **10. Obligations of the Hotel Operating Company**

- 10.1. The Hotel Operating Company is obligated to provide the agreed-upon services to the extent corresponding to their standard.
- 10.2. The Hotel Operating Company is obligated to reserve the rooms booked by the contracting party and provide the agreed-upon services if the contracting party has fulfilled their payment obligation. The contracting party does not acquire a claim to the provision of specific rooms.
- 10.3. Special services offered by the Hotel Operating Company that are not included in the accommodation fee and may be subject to additional charges include but are not limited to:
- a.) Special accommodation services that may be billed separately, such as the provision of lounges, sauna, indoor pool, swimming pool, solarium, parking, etc.;
  - b.) Additional or child beds will be charged separately for their provision.

## **11. Termination of Contract**

- 11.1. If the contract was concluded for a specific period, it shall expire upon the expiration of that period.
- 11.2. If the contracting party departs prematurely, the hotel operating company is entitled to demand the full agreed-upon fee.
- 11.3. The death of a guest terminates the contract with the hotel operating company for that guest.
- 11.4. The hotel operating company is entitled to terminate the accommodation contract with immediate effect for significant reasons, especially if the contracting party or the hotel guest:
- a.) Makes significantly detrimental use of the premises, or through his reckless, offensive, or otherwise grossly improper behavior makes cohabitation disagreeable to the other guests, the owner, his people,

or third parties living in the accommodation business, or commits an act punishable by law against the property, morality, or physical safety of these persons or their property, or similar offenses.

- b.) Contracts a contagious disease or a disease that extends beyond the duration of the accommodation or becomes otherwise in need of care;
- c.) Fails to pay the invoices presented at maturity within a reasonable statutory period (3 days).

11.5. If the fulfillment of the contract becomes impossible due to an event considered as force majeure (e.g., natural disasters, strikes, lockouts, government orders, etc.), the hotel operating company may terminate the contract at any time without observing a notice period, unless the contract is already considered dissolved by law, or the hotel operating company is exempt from its obligation to provide accommodation. Any claims for damages, etc. by the contractual partner are expressly and categorically excluded.

## **12. Liability of the Hotel Operating Company for Damage to Items Brought In**

- 12.1. The hotel operating company is liable according to §§ 970 et seq. of the Austrian Civil Code (ABGB) for items brought in by the contracting party. The liability of the hotel operating company exists only when the items have been handed over to the hotel operating company or its authorized personnel or have been placed in a location designated by them. If the hotel operating company cannot provide proof to the contrary, it is liable for its own fault or the fault of its personnel, as well as for the actions of persons entering or leaving. The liability of the hotel operating company is limited to the maximum amount set by the federal law of November 16, 1921, concerning the liability of innkeepers and other entrepreneurs, in the respective applicable version, as per § 970 (1) ABGB. If the contracting party or hotel guest fails to promptly comply with the hotel operating company's request to store their items in a designated storage location, the hotel operating company is relieved of any liability. The maximum liability of the hotel operating company is limited to the liability insurance coverage of the respective hotel operating company. The fault of the contracting party or hotel guest shall be taken into consideration.
- 12.2. The liability of the hotel operating company is excluded for slight negligence. If the contracting party is a business entity, liability is also excluded for gross negligence. In this case, the contracting party bears the burden of proof for establishing negligence. Consequential or indirect damages, as well as lost profits, are not compensated under any circumstances.
- 12.3. The hotel operating company is liable for valuables, money, and securities only up to the amount of currently €550. The hotel operating company is liable for damages exceeding this amount only if it accepted these items for safekeeping with knowledge of their nature or if the damage was caused by the hotel operating company itself or its personnel. The liability limitation described in the following point 13 applies analogously.
- 12.4. The hotel operating company may refuse to store valuables, money, and securities if they are substantially more valuable than items typically entrusted to the custody of the hotel operating company's guests.
- 12.5. In every case of accepted storage, liability is excluded if the contracting party and/or hotel guest does not promptly report the occurred damage to the hotel operating company upon becoming aware of it. Furthermore, such claims must be brought to court by the contracting party or hotel guest within three years from the date they become aware or could have become aware of them; otherwise, the right is forfeited.
- 12.6. In the event that the foregoing provisions do not apply, the provisions of Art. 1783 et seq. of the Italian Civil Code shall apply in Italy.

### **13. Limitation of Liability**

- 13.1. If the contracting party is a consumer, the liability of the hotel operating company for slight negligence, except for personal injury, is excluded.
- 13.2. If the contracting party is a business entity, the liability of the hotel operating company for both slight and gross negligence is excluded. In this case, the contracting party bears the burden of proof for establishing negligence. Consequential damages, non-material damages, indirect damages, as well as lost profits, are not compensated. The damages to be compensated in any case are limited to the extent of the party's legitimate interest.

### **14. Place of Performance, Jurisdiction, and Choice of Law**

- 14.1. The place of performance is the location where the hotel operating company is situated.
- 14.2. This contract is governed by Austrian formal and substantive law, excluding the rules of international private law (in particular, IPRG and EVÜ) as well as the UN Convention on Contracts for the International Sale of Goods (CISG).
- 14.3. After the choice of the parties, the competent court at the location of the hotel operating company or the competent court for Vienna, Inner City, is responsible for any disputes. The hotel operating company is also entitled to assert its rights at any other local and competent court.
- 14.4. If the contract was concluded with a consumer who has their residence or habitual residence in Austria, lawsuits against the consumer can only be filed at the consumer's place of residence, habitual residence, or place of employment.
- 14.5. If the contract was concluded with a consumer who has their residence in a member state of the European Union (excluding Austria), Iceland, Norway, or Switzerland, the court with local and substantive jurisdiction at the consumer's residence is exclusively competent for lawsuits against the consumer.

### **15. Data Protection**

- 15.1. The hotel operating company complies with the data protection regulations (GDPR, DPA, TKG) in their current version. Personal data is only collected, used, and disclosed when permitted by law or when the customer consents to the data collection.
- 15.2. Detailed information about the processing of personal data, processing procedures, and data subject rights can be found in the data protection provisions of FMTG Services GmbH. These can be accessed at <https://www.falkensteiner.com/en/privacy-policy>.

### **16. Final Provisions**

- 16.1. Unless otherwise specified in the above provisions, the running of a deadline commences with the delivery of the document initiating the deadline to the contracting parties responsible for adhering to the deadline. When calculating a deadline specified in days, the day on which the time or event on which the beginning of the deadline is based falls is not counted.
- 16.2. Deadlines specified in weeks or months refer to the day of the week or month that corresponds to the day from which the deadline is to be counted, by its name or number. If this day is absent in the month, the last day of that month is relevant.
- 16.3. Declarations must have been received by the other contracting party on the last day of the deadline (by 24:00).
- 16.4. The limitation period for all claims of the contracting party (as well as the hotel guest) is one year if the contracting party is a business entity. If the contracting party (hotel guest) is a consumer, the limitation period for all claims is 3 years.

- 16.5. The hotel operating company has the right to set off the contracting party's claims against its own claims. The contracting party is not entitled to set off its own claims against claims of the hotel operating company, unless the hotel operating company is insolvent or the contracting party's claim has been judicially determined or acknowledged by the hotel operating company.
- 16.6. In the case of gaps in regulations, the relevant statutory provisions apply.