

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

(Version dated 23 February 2026)

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 (a) an operating company of the Falkensteiner Michaeler Tourism Group with regard to a hotel operated by it (Falkensteiner Hotels & Residences) or (b) another group company of the Falkensteiner Michaeler Tourism Group with regard to a hotel managed by it (the “Hotel”).
- 1.2. If the Party is not identical with the hotel guest (e.g. in the case of bookings made by companies, tour operators or third parties), the Party shall ensure that all obligations under this contract, these General Terms and Conditions and the house rules are imposed on the Hotel Guest.
- 1.3. Contracts with the Hotel are concluded exclusively on the basis of these General Terms and Conditions. Any terms and conditions of the Party shall not apply unless their validity has been expressly agreed in writing in advance.

2. Definitions

“**Hotel Guest**”: An individual making use of accommodation. The Hotel Guest is generally also the Party. People travelling with the Party (e.g. family members, friends, etc.) shall also be deemed Hotel Guests.

“**Party**”: Any individual or legal person who concludes a contract with the Hotel. Unless explicitly stated otherwise, the term “Party” in the following provisions shall also include the Hotel Guest as well as accompanying persons and persons registered by the Party.

“**Entrepreneur**” and “**Consumer**”: As defined in the Austrian Consumer Protection Act (KSchG). For stays at hotels located outside Austria, the corresponding mandatory local law provisions shall take precedence.

“**Contract**”: The accommodation contract or contract for other services concluded between the Hotel and the Party, the content of which is regulated in more detail below.

3. Conclusion of Contract – Down Payment

- 3.1. The contract with the Hotel is concluded upon acceptance of the Party’s order by the Hotel. Electronic declarations are deemed received when they can be retrieved by the intended recipient under ordinary circumstances and receipt occurs during the published business hours of the Hotel.
- 3.2. The Hotel is entitled to make the contract conditional upon a down payment or credit card authorization (payment guarantee). If such down payment or authorization is required, the Party shall be informed prior to conclusion of the contract. If the Party fails to provide the down payment or authorization within the specified period – or, if none was specified, within the period stated in clause 3.3 – the Hotel may withdraw from the contract without granting a grace period.
- 3.3. Unless otherwise specified, the Party must make the down payment or provide the credit card authorization no later than 7 days (receipt by the hotel) after booking. Transaction costs (e.g. bank charges) shall be borne by the Party.
- 3.4. The down payment shall be deemed an installment of the agreed remuneration.

4. Beginning and End of Accommodation

- 4.1. Unless the Hotel offers a different check-in time, the Party is entitled to occupy the rented rooms from 4:00 p.m. on the agreed day of arrival (“**arrival date**”).
- 4.2. If a room is first occupied before 6:00 a.m., the preceding night shall count as the first overnight stay.

- 4.3. On the day of departure, the rented rooms must be vacated by 10:00 a.m.

5. Cancellation of the Contract and Cancellation Fee

Cancellation by the Party

- 5.1. The contract may be cancelled by the Party without payment of a cancellation fee up to 3 months prior to the agreed arrival date.
- 5.2. Unless otherwise agreed individually, a cancellation by the Party is only permitted subject to payment of the following cancellation fees:
- Up to 28 days before arrival: 15% of the total agreed amount
 - 27 to 7 days before arrival: 45% of the total agreed amount
 - 6 to 1 day before arrival: 75% of the total agreed amount
 - On the day of arrival: 90% of the total agreed amount

Cancellation by the Hotel

- 5.3. If a down payment was agreed and not paid in time, the Hotel may cancel the contract without granting a grace period.
- 5.4. If the Hotel Guest does not arrive by 6:00 p.m. on the agreed arrival date, there shall be no obligation to provide accommodation unless a later arrival time is agreed.
- 5.5. If a down payment or credit card authorization has been provided, the room remains reserved until 10:00 a.m. of the day following the agreed arrival date. In the case of down payment for more than four days, the accommodation obligation ends at 6:00 p.m. on the fourth day (arrival day counts as first day), unless a later arrival date is communicated.
- 5.6. The Hotel may terminate the contract unilaterally for objectively justified reasons up to 3 months before the agreed arrival date, unless otherwise agreed.

Prevention of Arrival

- 5.7. If arrival is impossible on the arrival date due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, flooding), the Party is not obliged to pay for the days of prevented arrival.
- 5.8. The payment obligation resumes once arrival becomes possible again within three days.

6. Provision of Substitute Accommodation

Not applicable.

7. Rights of the Party

- 7.1. The contract entitles the Party to use the rented rooms as well as the generally accessible facilities of the hotel. Such use shall be in accordance with normal use and subject to the applicable operating hours and any usage regulations. The Party undertakes to comply with the house rules and guest guidelines of the Hotel in their current version.

8. Obligations of the Party

- 8.1. The Party is obliged to pay the agreed remuneration plus any additional amounts arising from the separate use of services by himself and/or accompanying guests, including statutory value added tax, no later than at the time of departure.

If statutory taxes, duties or public charges directly related to the agreed remuneration change after conclusion of the contract, the agreed remuneration shall be adjusted accordingly to the extent of the actual change. Such adjustment shall be made exclusively to the extent that the tax burden has actually increased or decreased.

- 8.2. The Hotel is not obliged to accept foreign currencies.

- 8.3. The Party shall be liable to the Hotel for all damages caused by himself, the Hotel Guest or other persons who, with his knowledge or consent, make use of the Hotel's services or stay at the hotel in his company.
- 8.4. The use of hotel premises for events, meetings or similar purposes requires the prior written consent of the Hotel. The Party is obliged, already at the time of the booking request, to inform the Hotel if the intended use, due to its nature (e.g. political, religious or media-relevant topics), is likely to attract public attention or affect operational interests or the security of the hotel and its guests.

The Hotel reserves the right to refuse consent or withdraw from the contract if the intended use gives concerns regarding any impairment of the hotel's reputation, the orderly conduct of business operations or the safety and security within of the hotel. This shall apply in particular where the true nature of the event was not disclosed or was inaccurately represented at the time of booking.

- 8.5. Any media publications as well as any other promotional or commercial activities that make reference to the Hotel or the hotel, or that use its protected names or logos, shall be subject to the prior written consent of the Hotel. This applies in particular to the promotion of events organised by the Contracting Party on the hotel premises. The private use of image material on social media within the scope of customary tourist use shall remain unaffected.
- 8.6. Invoices issued by the Hotel are due for payment in full upon receipt unless another due date has been agreed. The Party is requested to review any objections to the invoice with undue delay, preferably within one month of receipt, and clarify such objections with the Hotel.

9. Rights of the Hotel

- 9.1. If the Contracting Party is in default with payment of the agreed remuneration or refuses payment, the Hotel shall, as security for its claims arising out of the accommodation contract - in particular for accommodation, catering and any other expenses - be entitled to the statutory rights of retention and lien over any items brought into the hotel by the Hotel Guest, pursuant to Sections 970c and 1101 of the Austrian Civil Code (ABGB). This shall also apply to claims arising from any indemnification or compensation claims of whatever nature.
- 9.2. For services requested in the room or outside the hotel's regular service hours, a reasonable additional fee may be charged. This fee shall be disclosed in advance (e.g. in the price list or digital guest directory). The Hotel reserves the right to refuse the provision of such services in case of insufficient staff availability, limited capacity or for organizational reasons; there shall be no legal entitlement to such special services.
- 9.3. The Hotel is entitled to invoice its services at any time or to issue interim invoices.

10. Obligations of the Hotel

- 10.1. The Hotel is obliged to provide the agreed services in accordance with the standard of the hotel and the booked category.
- 10.2. The Hotel shall provide the rooms booked by the Party within the agreed period. Unless a specific room number has been expressly confirmed in writing, there is no right to a particular room; the right refers only to the booked room category.
- 10.3. Ancillary services not expressly included in the accommodation fee shall be charged separately. Such ancillary services shall include in particular:
 - a) the use of special facilities such as (by way of example) wellness areas (sauna, pool), fitness rooms, parking spaces or garage spaces, unless expressly designated as included services;
 - b) the provision of extra beds or children's beds as well as additional services such as room service, minibar or laundry service;
 - c) the use of seminar rooms or event spaces.

11. Liability of the Hotel for Items Brought onto the Premises

- 11.1. The Hotel shall be liable as an innkeeper (Gastwirt) for items brought in by the contracting party in accordance with the statutory provisions of §§ 970 et seq. Austrian Civil Code (ABGB). Such liability shall

only apply if the items have been handed over to the hotel or to persons authorised by the hotel, or placed at a location designated or assigned by them for this purpose.

- 11.2. Liability for valuables, cash and securities is limited to the currently applicable statutory maximum amount (approx. EUR 550), unless the hotel has accepted such items for safekeeping with knowledge of their nature or the damage was caused by the hotel or its staff. Liability for other items is limited to EUR 1,100.
- 11.3. The hotel strongly recommends depositing valuables, cash and securities in the in-room safe or, in the case of particularly high-value items, in the main safe at the reception (if available). Liability for valuables left openly in the room is excluded to the extent permitted by law.
- 11.4. Claims arising from the statutory innkeeper's liability must be asserted against the Hotel without undue delay after becoming aware of the damage. Liability shall lapse if the Hotel Guest fails to notify the hotel immediately after becoming aware of the damage (§ 970b ABGB). This shall not apply if the items were expressly taken into safekeeping by the Hotel.
- 11.5. For stays at hotels located outside Austria, these Terms and Conditions shall generally apply. Mandatory provisions of local law at the location of the hotel shall take precedence only to the extent they exist. In the absence of such mandatory provisions, the rules set out in this clause shall apply

For stays in hotels located in Italy, exclusively the provisions of Art. 1783 et seq. of the Italian Civil Code shall apply.

12. Limitation of Liability

- 12.1. Liability towards consumers: To the extent permitted by law, the Hotel shall not be liable for slight negligence in dealings with consumers. This exclusion shall not apply to (i) personal injury, (ii) damage to items accepted for handling by the hotel, or (iii) cases where statutory mandatory liability rules apply (e.g., hotel liability for items brought in by guests).
- 12.2. Liability towards entrepreneurs: In dealings with business clients, the Hotel shall not be liable for slight negligence. Liability for gross negligence shall, to the extent permitted by law, be limited to damage typically foreseeable at the time of contract conclusion. Liability for loss of profit, indirect or consequential damages shall be excluded. The Party shall bear the burden of proof for demonstrating fault exceeding slight negligence.

13. Animals

- 13.1. Animals may only be brought into the hotel with the prior consent of the Hotel and, where applicable, against payment of a special fee.
- 13.2. The Party bringing an animal shall ensure that the animal is properly kept and supervised during the stay or shall have it supervised or kept at his own expense by suitable third parties.
- 13.3. The Party or Hotel Guest bringing an animal must have appropriate animal liability insurance or private liability insurance covering damages caused by animals. Proof of such insurance shall be provided upon request of the Hotel.
- 13.4. The Party and/or his insurer shall be jointly and severally liable towards the Hotel for any damage caused by animals brought onto the premises. Such damage shall include in particular compensation which the Hotel is obliged to pay to third parties.
- 13.5. Animals are not permitted in lounges, function rooms, restaurant areas or wellness areas.

14. Extension of Accommodation

- 14.1. The Party has no entitlement to an extension of the stay. If the Party notifies the Hotel of a request to extend the stay in a timely manner, the Hotel may, at its discretion, agree to an extension of the contract. The Hotel shall have no obligation to grant such an extension.
- 14.2. If, on the day of departure, the Contracting Party is unable to leave the hotel due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, flooding, or similar events) that render all means of departure unavailable or unusable, the contract shall be automatically extended for the duration of the

impediment. A reduction of the accommodation fee for this period shall only be possible if the Contracting Party is unable to make use of the hotel's offered services in full due to such extraordinary circumstances. The Hotel shall be entitled to claim at least the fee corresponding to the regular off-season rate.

15. Termination of Contract – Early Termination

- 15.1. If the contract is concluded for a fixed period, it shall terminate upon expiry of that period.
- 15.2. If the Party departs prior to the agreed end of the stay, the Hotel shall be entitled to claim the full agreed remuneration. The Hotel shall deduct any amounts saved as a result of non-utilisation of its services or received from re-letting the reserved **rooms**.
- 15.3. In the event of the death of a Hotel Guest, the contract with the Hotel shall terminate with respect to that Hotel Guest.
- 15.4. The Hotel shall be entitled to terminate the accommodation contract with immediate effect for good cause, in particular if the Party (Hotel Guest):
 - a) Serious misconduct: uses the premises in a significantly detrimental manner or, through reckless, offensive, or grossly inappropriate behaviour, renders the stay unacceptable for other guests, hotel staff, neighbours or third parties present in the building;
 - b) Criminal acts: commits or credibly threatens to commit a criminal offence against the property, moral integrity or physical safety of the persons referred to in lit. a) or against their property;
 - c) Health hazard & need for care: suffers from a contagious disease that poses a risk to third parties or otherwise becomes in need of care, provided that proper care and accommodation cannot be ensured by the hotel or the agreed accommodation period is exceeded;
 - d) Default of payment: fails to settle due invoices promptly despite request or fails to provide the agreed down payment/security within the specified time.
- 15.5. If performance of the contract becomes impossible due to an event classified as force majeure (e.g. natural disasters, strike, lockout, official orders, etc.), the Hotel may terminate the contract at any time without observing a notice period, unless the contract is already deemed terminated by law or the Hotel is released from its accommodation obligation.

16. Illness of the Hotel Guest

- 16.1. If a Hotel Guest gets sick during their stay, the Hotel shall arrange for medical assistance at the request of the Hotel Guest. In cases of imminent danger, the Hotel shall arrange medical assistance even without a specific request by the Hotel Guest, in particular where this is necessary and the Hotel Guest is unable to do so personally.
- 16.2. As long as the Hotel Guest is unable to make decisions or the guest's relatives cannot be contacted, the Hotel shall arrange medical treatment at the expense of the Hotel Guest. However, the scope of such measures shall end once the Hotel Guest is able to make decisions or the relatives have been informed of the illness.
- 16.3. The Hotel shall be entitled to reimbursement from the Party and the Hotel Guest or, in the event of death, from their legal successors, in particular for the following costs:
 - a) unsettled medical fees, costs of ambulance transport, medication and medical aids;
 - b) any necessary disinfection of rooms;
 - c) laundry, bed linen and bedding rendered unusable, or alternatively the disinfection or thorough cleaning of such items;
 - d) restoration of walls, furnishings, carpets, etc., insofar as these were contaminated or damaged in connection with the illness or death;
 - e) room rent, insofar as the room was used by the Hotel Guest, plus any days during which the room was unusable due to disinfection, clearance or similar measures;
 - f) any other damages incurred by the Hotel.

17. Place of Performance, Jurisdiction and Applicable Law

17.1. The place of performance shall be the location where the Hotel is situated.

17.2. These Terms and Conditions and the contract shall be governed by Austrian formal and substantive law, excluding the rules of private international law (in particular the Austrian Act on Private International Law (IPRG) and the Rome Convention (EVÜ) as well as the UN Convention on Contracts for the International Sale of Goods (CISG).

17.3. Jurisdiction for Entrepreneurs:

With regard to Partys who qualify as entrepreneurs, the court having subject-matter jurisdiction for Vienna, Innere Stadt, is agreed as the exclusive place of jurisdiction for claims brought by the Party against the Hotel.

For claims brought by the Hotel against the Party, this place of jurisdiction shall likewise apply. However, the Hotel shall additionally be entitled, at its own discretion, to assert its rights before the court having subject-matter and local jurisdiction at the registered office of the Hotel or at the registered office of the Party.

17.4. Jurisdiction for Consumers:

For claims brought by a consumer against the Hotel, in addition to the statutory places of jurisdiction, the court having subject-matter jurisdiction for Vienna, Innere Stadt, shall be agreed. In all other respects, statutory jurisdiction provisions shall apply to claims against consumers and to claims brought by consumers.

18. Final Provisions

18.1. The limitation period for all claims of the Party (Hotel Guest) shall be one year if the Party qualifies as an entrepreneur. If the Party (Hotel Guest) is a consumer, the statutory provisions shall apply.

18.2. The Hotel shall be entitled to set off its own claims against claims of the Party. The Party shall be entitled to set off claims against claims of the Hotel only if the Hotel is insolvent, the counterclaim has been legally established by a court or has been acknowledged by the Hotel.

18.3. In the event of gaps arise in relation with the contract, the applicable statutory provisions shall apply.