

General Terms and Conditions

(VERSION 2024)

§ 1 SCOPE

1.1 These General Terms and Conditions for the Hotel Industry (hereinafter referred to as "GTC 2024") replace the previous GTC version from 2021.

1.2 The GTC 2024 do not exclude special agreements. The GTC 2024 are subsidiary to individually agreed terms.

§ 2 DEFINITIONS

2.1 Definitions:

"Hotelier": A natural or legal person who accommodates guests for a fee.

"Guest": A natural person who uses accommodation services. The guest is generally also the contract partner. Persons arriving with the contract partner (e.g., family members, friends, etc.) are also considered guests.

"Contract Partner": A natural or legal person, domestic or foreign, who concludes an accommodation contract either as a guest or on behalf of a guest.

"Consumer" and "Entrepreneur": These terms are to be understood as defined in the Austrian Consumer Protection Act of 1979, as amended.

"Accommodation Contract": The contract concluded between the hotelier and the contract partner, the content of which is further regulated below.

§ 3 CONCLUSION OF CONTRACT - DEPOSIT

3.1 The accommodation contract is concluded upon the acceptance of the contract partner's order by the hotelier. Electronic declarations are deemed received when the party for whom they are intended can retrieve them under normal circumstances, and the access occurs during the hotelier's stated business hours.

3.2 The hotelier is entitled to conclude the accommodation contract on the condition that the contract partner provides a deposit. In such cases, the hotelier must inform the contract partner of the required deposit before accepting the written or verbal order. If the contract partner agrees to the deposit (either verbally or in writing), the accommodation contract is concluded when the hotelier receives the declaration of consent regarding the payment of the deposit from the contract partner.

3.3 The contract partner is required to pay the deposit along with the booking confirmation. Any transaction costs (e.g., transfer fees) are borne by the contract partner. The terms of the respective credit and debit card companies apply.

3.4 The deposit is a partial payment toward the agreed fee.

§ 4 BEGINNING AND END OF ACCOMMODATION

4.1 Unless otherwise offered by the hotelier, the contract partner has the right to occupy the rented rooms from 3:00 p.m. on the agreed arrival day ("arrival day").

4.2 If a room is occupied for the first time before 6:00 a.m., the preceding night is counted as the first overnight stay.

4.3 The rented rooms must be vacated by the contract partner by 11:00 a.m. on the day of departure. The hotelier is entitled to charge for an additional day if the rooms are not vacated in a timely manner.

§ 5 WITHDRAWAL FROM THE ACCOMMODATION CONTRACT - CANCELLATION FEE

Withdrawal by the hotelier:

5.1 If the accommodation contract requires a deposit and the contract partner does not pay it within the agreed period, the hotelier may withdraw from the contract without granting an extension.

5.2 If the guest does not arrive by 6:00 p.m. on the agreed arrival day, the hotelier has no obligation to provide accommodation unless a later arrival time has been agreed upon.

5.3 If the contract partner has made a deposit (see 3.3), the rooms remain reserved until 12:00 p.m. on the day following the agreed arrival day. For prepayments covering more than four days, the obligation to provide accommodation ends at 6:00 p.m. on the fourth day, unless a later arrival date has been communicated by the guest.

5.4 The hotelier may terminate the accommodation contract up to 3 months before the agreed arrival date for valid reasons, unless otherwise agreed.

Withdrawal by the contract partner – cancellation fee:

5.5 The contract partner may cancel the accommodation contract by unilateral declaration without paying a cancellation fee up to 3 months before the agreed arrival date.

5.6 After the period specified in §5.5, the contract partner can withdraw from the contract by unilateral declaration only by paying the following cancellation fees:

- Up to 1 month before the arrival date: 40% of the total arrangement price;

- Up to 1 week before the arrival date: 70% of the total arrangement price;
- In the last week before the arrival date: 90% of the total arrangement price.

Obstacles to arrival:

5.7 If the contract partner cannot appear at the accommodation on the day of arrival due to unforeseen exceptional circumstances (e.g., extreme snowfall, flooding, etc.) that make all travel impossible, the contract partner is not obliged to pay for the days of arrival.

5.8 The obligation to pay for the booked stay resumes when arrival becomes possible, provided that it occurs within three days.

§ 6 PROVISION OF SUBSTITUTE ACCOMMODATION

6.1 The hotelier may provide the contract partner or guests with adequate substitute accommodation (of the same quality) if this is reasonable, especially if the deviation is minor and objectively justified.

6.2 An objective justification exists, for example, if the room becomes unusable, if previously accommodated guests extend their stay, or if overbooking occurs.

6.3 Any additional expenses for the substitute accommodation are borne by the hotelier.

§ 7 RIGHTS OF THE CONTRACT PARTNER

By entering into the accommodation contract, the contract partner acquires the right to the usual use of the rented rooms, the facilities of the accommodation establishment that are normally accessible to guests without special conditions, and the usual service. The contract partner must exercise these rights in accordance with any hotel and/or guest policies (house rules).

§ 8 OBLIGATIONS OF THE CONTRACT PARTNER

8.1 The contract partner is obliged to pay the agreed fee, including any additional amounts incurred due to separate services used by them and/or the guests accompanying them, plus statutory VAT, no later than the time of departure.

8.2 The hotelier is not obliged to accept foreign currencies. If the hotelier accepts foreign currencies, they will be accepted where possible at the daily exchange rate. Should the hotelier accept foreign currencies or cashless payment methods, the contract partner must bear all associated costs, such as inquiries with credit card companies, telegram fees, etc.

8.3 The contract partner is liable to the hotelier for any damage caused by them, the guest, or other persons who, with the knowledge or will of the contract partner, use the hotelier's services.

8.4 The guest agrees that the hotel is entitled to charge the credit card provided at the time of booking in the event of unpaid balances after departure. This charge will cover outstanding fees incurred during the stay, including but not limited to accommodation costs, restaurant, bar, spa bills, and activity fees. The guest will be informed of the charge via email or post.

§ 9 RIGHTS OF THE HOTELIER

9.1 If the contract partner refuses to pay the agreed fee or is in arrears, the hotelier has a statutory right of retention under § 970c of the Austrian Civil Code (ABGB) and a statutory lien under § 1101 ABGB on items brought by the contract partner or guest. This right of retention or lien also serves to secure the hotelier's claim arising from the accommodation contract, particularly for meals, other expenses incurred for the contract partner, and any potential compensation claims.

9.2 If room service is requested by the contract partner or provided at unusual hours (after 8:00 p.m. and before 6:00 a.m.), the hotelier is entitled to charge a special fee for this service. This special fee must be displayed on the room price list. The hotelier may refuse such services for operational reasons.

9.3 The hotelier has the right to issue an invoice or interim invoice at any time.

§ 10 OBLIGATIONS OF THE HOTELIER

10.1 The hotelier is obliged to provide the agreed services to a standard corresponding to the establishment.

10.2 Additional services provided by the hotelier that are not included in the accommodation fee must be explicitly listed, such as:

- a) Extra services related to accommodation that may be charged separately, such as the provision of salons, saunas, indoor pools, swimming pools, solariums, garages, etc.;
- b) A discounted price will be charged for extra or children's beds.

§ 11 HOTELIER'S LIABILITY FOR DAMAGE TO BROUGHT-IN ITEMS

11.1 The hotelier is liable under §§ 970 ff ABGB for items brought in by the contract partner. Liability is only applicable if the items were handed over to the hotelier or their authorized personnel or brought to a designated or appropriate location. If the hotelier cannot prove otherwise, they are liable for their own fault or the fault of their personnel as well as for the actions of incoming and outgoing persons.

The hotelier's liability under § 970 para. 1 ABGB is limited to the amount stipulated in the Federal Act of November 16, 1921, on the liability of innkeepers and other businesses, as amended. If the contract partner or guest does not comply with the hotelier's request to deposit their items in a specific place, the hotelier is released from any liability. Any liability of the hotelier is limited to the amount of the liability insurance coverage.

Fault on the part of the contract partner or guest is to be considered.

11.2 The hotelier's liability for slight negligence is excluded. If the contract partner is an entrepreneur, liability for gross negligence is also excluded. In this case, the contract partner bears the burden of proof for the existence of fault. Consequential damages, non-material damages, or lost profits will not be compensated.

11.3 For valuables, money, and securities, the hotelier's liability is limited to €550. The hotelier is only liable for damages exceeding this amount if they were aware of the nature of the items and accepted them for safekeeping, or if the damage was caused by them or their personnel. The limitation of liability according to sections 12.1 and 12.2 applies accordingly.

11.4 The hotelier may refuse to accept valuables, money, and securities if they are significantly more valuable than what guests of the accommodation establishment typically entrust for safekeeping.

11.5 In all cases of assumed safekeeping, the hotelier's liability is excluded if the contract partner and/or guest does not immediately notify the hotelier of the damage upon becoming aware of it. Furthermore, claims must be asserted in court within three years of the contract partner or guest becoming aware or possibly becoming aware of the damage; otherwise, the right is forfeited.

§ 12 LIMITATION OF LIABILITY

12.1 If the contract partner is a consumer, the hotelier's liability for slight negligence is excluded, except for personal injuries.

12.2 If the contract partner is an entrepreneur, the hotelier's liability for both slight and gross negligence is excluded. In this case, the contract partner bears the burden of proof for the existence of fault.

Consequential damages, non-material damages, or indirect damages as well as lost profits are not compensated. The compensation for damages is in any case limited to the amount of the reliance interest.

§ 13 PETS

13.1 Pets may only be brought into the accommodation establishment with the prior consent of the hotelier and, if applicable, for an additional fee.

13.2 The contract partner who brings a pet is obliged to properly care for or supervise the pet during their stay, or to have it cared for or supervised at their own expense by a suitable third party.

13.3 The contract partner or guest who brings a pet must have appropriate pet liability insurance or personal liability insurance that also covers potential damages caused by pets. Proof of the corresponding insurance must be provided at the hotelier's request.

13.4 The contract partner or their insurer is jointly and severally liable to the hotelier for any damage caused by pets. This liability also covers any compensation the hotelier must provide to third parties.

13.5 Pets are not permitted in salons, common areas, restaurant rooms, or wellness areas.

§ 14 EXTENSION OF ACCOMMODATION

14.1 The contract partner has no right to extend their stay. If the contract partner expresses the wish to extend their stay in a timely manner, the hotelier may agree to extend the accommodation contract. However, the hotelier is under no obligation to do so.

14.2 If the contract partner cannot leave the accommodation establishment on the day of departure due to unforeseen exceptional circumstances (e.g., extreme snowfall, flooding, etc.) that block or render unusable all departure routes, the accommodation contract is extended for the duration of the impossibility of departure. A reduction in the fee for this time is only possible if the contract partner is unable to fully utilize the offered services of the accommodation establishment due to the exceptional weather conditions. The hotelier is entitled to charge at least the price corresponding to the low season.

**§ 15 TERMINATION OF THE ACCOMMODATION CONTRACT -
PREMATURE TERMINATION**

15.1 If the accommodation contract was concluded for a specific period, it ends upon the expiration of that period.

15.2 If the contract partner departs early, the hotelier is entitled to demand the full agreed fee. The hotelier will deduct what they save due to the unused services or what they receive by renting the rooms to other guests. Savings only exist if the accommodation establishment is fully booked at the time the rooms are not used and the room can be rented to other guests due to the cancellation by the contract partner. The burden of proof of the savings lies with the contract partner.

15.3 The contract with the hotelier ends upon the death of the guest.

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

15.5 The hotelier is entitled to terminate the accommodation contract with immediate effect for a valid reason, particularly if the contract partner or guest:

a) Makes significantly detrimental use of the premises or by their inconsiderate, offensive, or otherwise grossly improper behavior disturbs other guests, the owner, or the staff, or makes cohabitation unbearable;

or if they commit a punishable offense against property, morality, or physical safety;

b) Suffers from a contagious disease or a disease that extends beyond the duration of the accommodation or otherwise becomes in need of care;

c) Fails to pay the presented invoices when due within a reasonably set period (3 days).

15.6 If the performance of the contract becomes impossible due to an event considered force majeure (e.g., natural disasters, strikes, lockouts, official orders, etc.), the hotelier may terminate the accommodation contract at any time without observing a notice period, provided the contract is not already considered terminated by law, or the hotelier is released from their accommodation obligation. Any claims for damages by the contract partner are excluded.

§ 16 ILLNESS OR DEATH OF THE GUEST

16.1 If a guest falls ill during their stay at the accommodation establishment, the hotelier will, at the guest's request, arrange for medical care. If there is imminent danger, the hotelier will arrange for medical care even without the guest's request, particularly if it is necessary and the guest is unable to act.

16.2 As long as the guest is unable to make decisions or their relatives cannot be contacted, the hotelier will arrange for medical care at the guest's expense. The extent of these care measures ends when the guest is able to make decisions or the relatives have been notified of the illness.

16.3 The hotelier has claims for reimbursement from the contract partner or the guest or, in the event of death, from their legal successors, particularly for the following costs:

- a) Outstanding medical fees, transport costs, medication, and medical aids;
- b) Necessary room disinfection;
- c) Laundry, bedding, and furnishings that have become unusable, or the cost of disinfecting or thoroughly cleaning these items;
- d) Restoration of walls, furnishings, carpets, etc., if they have been contaminated or damaged in connection with the illness or death;
- e) Room rent, provided the room was used by the guest, including any days the room could not be used due to disinfection, clearing, etc.;
- f) Any other damages incurred by the hotelier.

§ 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 subject to Austrian formal and substantive law, excluding the rules of private international law (particularly IPRG and EVÜ) as well as the UN Convention on Contracts for the International Sale of Goods.

17.3 The exclusive place of jurisdiction in commercial matters is the location of the hotelier's headquarters, although the hotelier is also entitled to assert their rights in any other locally and factually competent court.

17.4 If the accommodation contract was concluded with a contract partner who is a consumer and has their residence or habitual residence in Austria, legal actions against the consumer can only be filed at the consumer's residence, habitual residence, or place of employment.

17.5 If the accommodation contract was concluded with a contract partner who is a consumer and resides in a member state of the European Union (excluding Austria), Iceland, Norway, or Switzerland, the court with jurisdiction over the consumer's residence has exclusive jurisdiction for legal actions against the consumer.

§ 18 MISCELLANEOUS

18.1 Unless otherwise specified, the start of a deadline begins with the delivery of the document initiating the deadline to the contract partner who is required to observe the deadline. When calculating a deadline based on days, the day on which the event occurs that starts the deadline is not counted. Deadlines specified in weeks or months refer to the day of the week or month that corresponds to the starting day of the deadline. If that day is not present in the month, the last day of the month is used.

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

18.3 The hotelier is entitled to offset their claims against the contract partner's claims. The contract partner is not entitled to offset claims against the hotelier's claims unless the hotelier is insolvent or the contract partner's claim has been established in court or acknowledged by the hotelier.

18.4 In the event of gaps in the agreement, the corresponding statutory provisions apply.