

## **§ 1 Scope**

These terms and conditions for the hotel industry (hereinafter referred to as "AGBH 2006") replace the previous ÖHVB in the version dated September 23, 1981.

§ 1.1 The AGBH 2006 do not exclude special agreements. The AGBH 2006 are subsidiary to individually made agreements.

## **§ 2 Definition of terms**

"Proprietor" is a natural or legal person who accommodates guests for a fee. "Guest" is a natural person who uses accommodation. As a rule, the guest is also the contractual partner. Guests are also those people who travel with the contractual partner (family members, friends, etc.). "Contractual partner" is a natural or legal person in Austria or abroad who concludes an accommodation contract as a guest or for a guest. "Consumer" and "Entrepreneur": The terms are to be understood in the sense of the Consumer Protection Act 1979 as amended. "Accommodation contract" is the contract concluded between the accommodation provider and the contractual partner, the content of which is regulated in more detail below.

## **§ 3 Conclusion of contract / deposit**

The accommodation contract comes about when the accommodation provider accepts the order from the contractual partner conditions. Electronic declarations are deemed to have been received if the party for whom they are intended can access them under normal circumstances and access takes place during the announced business hours of the accommodation provider.

§ 3.1 The accommodation provider is entitled to terminate the accommodation contract under the condition to conclude that the contractual partner pays a deposit. In this case, the accommodation provider is obliged to inform the contractual partner of the required down payment before accepting the written or verbal order. If the contractual partner agrees to the down payment (in writing or verbally), the accommodation contract comes into effect when the money arrives in the account of the accommodation provider.

§ 3.2 Unless otherwise agreed, the contractual partner is obliged to Deposit to be paid no later than 7 days (received) before the accommodation. The contract partner bears the costs for the money transaction (e.g. transfer fees). The conditions of the card company apply to credit cards. We currently do not offer any card payment options.

§ 3.3 The deposit is a advance payment of the agreed fee.

## **§ 4 Beginning and end of the accommodation**

The contracting party has the right, if the accommodation provider none offers to move into the rented rooms from 2 p.m. on the agreed day ("arrival day").

§ 4.2 If a room is used for the first time before 6 a.m., the previous night counts as the first overnight stay.

§ 4.3 The rented rooms are to be vacated by the contractual partner by 12 noon on the day of departure. The accommodation provider is entitled to invoice an additional day if the rented rooms are not vacated on time.

## **§ 5 Cancellation Policy**

If the accommodation contract provides for a deposit and the deposit has not been paid by the contractual partner on time, the accommodation provider can withdraw from the accommodation contract without a grace period.

§ 5.1 If the guest does not appear by 8 p.m. on the agreed day of arrival, there is no obligation to provide accommodation, unless a later arrival time has been agreed.

§ 5.2 The contractual partner has If a deposit has been paid (see § 3), the rooms remain reserved for the duration of the days corresponding to this deposit. After this period has elapsed, there is no longer any entitlement to accommodation.

§ 5.3 Up to 90 days before the agreed arrival date of the contractual partner, the accommodation contract can be canceled by the accommodation provider for objectively justified reasons by means of a unilateral declaration, unless something has happened otherwise agreed.

**§ 5.4 Up to 90 days before the agreed arrival date, the contract partner can cancel the accommodation contract by unilateral declaration without paying a cancellation fee.**

In the case of cancellation between the 89th and 30th day before the agreed arrival date, 40 percent of the total arrangement price is payable as a cancellation fee.

In the event of cancellation between the 29th and 7th day before the agreed day of arrival, 70 percent of the total arrangement price is payable as a cancellation fee.

In the case of cancellation between the 6th day and the agreed arrival day, 90 percent of the total arrangement price is payable

as a cancellation fee.

§ 5.5 If it is not possible to travel to the accommodation facility due to unforeseeable exceptional circumstances (e.g. extreme snowfall, flooding, officially ordered prohibitions), the contractual partner is not obliged to pay the agreed fee for the days of the non-arrival .

§ 5.6 Is a journey included If possible within three days of the start of the booked stay, the obligation to pay the fee will come back to life with the earliest possible arrival date.

### **§ 6 Provision of substitute accommodation**

The accommodation provider can provide the contractual partner or the guests with adequate substitute accommodation (of the same quality) if this is reasonable for the contractual partner, especially if the deviation is insignificant and objectively justified.

§ 6.1 An objective justification is given, for example, if the room (s) has become unusable, has already been billeted Guests extend their stay, there is an overbooking or other important operational measures require this step.

§ 6.2 Any additional expenses for the replacement accommodation are at the expense of the accommodation provider.

### **§ 7 Rights of the contractual partner**

By the By concluding an accommodation contract, the contractual partner acquires the right to normal use of the rented rooms and facilities of the Accommodation establishments that are usually accessible to guests for use without special conditions. The contractual partner must exercise his rights in accordance with any hotel and / or guest guidelines (house rules) due to separate use of services by him or accompanying guests, plus statutory sales tax to be paid.

### **§ 8 Obligations of the contractual partner**

The contractual partner is obliged to pay the agreed fee at the latest at the time of departure plus any additional amounts that have arisen due to separate use of services by him or accompanying guests.

§ 8.1 The accommodation provider is not obliged to accept foreign currencies. If the accommodation provider accepts foreign currencies, these will be accepted as part of payment at the current rate, if possible.

§ 8.2 The contractual partner is liable to the accommodation provider for any damage that he or the guests who come with him cause.

### **§ 9 Rights of the accommodation provider**

If the contractual partner refuses to pay the stipulated fee or is in arrears, the accommodation provider has the statutory right of retention according to § 970c ABGB as well as the legal right of lien according to § 1101 ABGB on the contract partner or the guest things brought in. The accommodation provider is also entitled to this right of retention or lien to secure his claims from the accommodation contract, in particular for meals, other expenses that were made for the contractual partner and for any compensation claims of any kind.

§ 9.1 If additional service is requested by the contractual partner , the accommodation provider is entitled to demand a special fee for this. This also applies to non-agreed arrivals and departures between 8 p.m. and 6 a.m. The accommodation provider can also refuse these services for operational reasons.

§ 9.2 The accommodation provider has the right to invoicing or interim billing of his services at any time.

### **§ 10 Obligations of the accommodation provider**

The accommodation provider is obliged to provide the agreed services to an extent that corresponds to its standard.

### **§ 11 Liability for damage to items brought in**

The accommodation provider is liable for items brought in by the contractual partner in accordance with Sections 970 ff ABGB. The accommodation provider is only liable if the items have been handed over to the accommodation provider. If the contractual partner or the guest does not immediately comply with the accommodation provider's request to deposit their items in a special storage location, the accommodation provider is released from any liability. The amount of any liability of the accommodation provider is limited to a maximum of the liability insurance sum of the respective accommodation provider. The accommodation provider is liable in accordance with Section 970, Paragraph 1 of the Austrian Civil Code up to the amount stipulated in the Federal Act of 16 November 1921 on the liability of innkeepers and other entrepreneurs in the currently applicable version. Any negligence on the part of the contractual partner or guest must be taken into account.

§ 11.1 The accommodation provider shall not be liable for slight negligence. If the contractual partner is an entrepreneur, liability is also excluded for gross negligence. In this case, the contract partner bears the burden of proof for the existence of the fault. Consequential or indirect damage as well as lost profits will not be compensated.

§ 11.2 The accommodation provider is only liable for valuables, money and securities up to the amount of currently 550 €. The accommodation provider is only liable for any further damage in the event that he has accepted these items for safekeeping knowing their nature; or in the event that the damage was caused by himself or one of his employees.

§ 11.3 The accommodation provider can refuse the safekeeping of valuables, money and securities if they are much more valuable items than guests of the accommodation facility concerned usually have in safekeeping.

§ 11.4 In any case of the assumed storage, liability is excluded if the contractual partner and / or guest does not notify the accommodation provider of the damage immediately after becoming aware of it. In addition, these claims must be asserted in court within three years of knowledge or possible knowledge by the contractual partner or guest; otherwise the right is no longer valid.

## **§ 12 Limitation of Liability**

If the contractual partner is a consumer, the liability of the accommodation provider for slight negligence, with the exception of personal injury, is excluded.

§ 12.1 If the contractual partner is a Entrepreneur, the liability of the accommodation provider for slight and gross negligence is excluded. In this case, the contract partner bears the burden of proof for the existence of the fault. Consequential damage, immaterial damage or indirect damage as well as lost profits will not be replaced. In any case, the damage to be replaced finds its limit in the amount of the trust interest.

§ 12.2 Please note that frozen spots can be present on our entire site in winter! **Freezing condensation or black ice are a latent danger. Barriers and warnings from the accommodation provider (roof avalanches, icicles, slipperiness, etc.) must be strictly observed.** We assume no liability for damage to people or material if we fulfill our clearance and litter obligations.

## **§ 13 Smoking, open fire and keeping animals**

Open fire and smoking is prohibited in the house and on the balcony.

§ 13.1 Animals are not allowed in the accommodation facility. The contractual partner who brings an animal is obliged to properly keep or supervise this animal during his stay or to have it kept or supervised by suitable third parties at his own expense.

§ 13.2 The contractual partner or guest, Anyone who brings an animal must have appropriate animal liability insurance or private liability insurance that also covers possible damage caused by animals. Proof of the corresponding insurance must be provided at the request of the accommodation provider.

§ 13.3 The contractual partner or his insurer shall be jointly and severally liable to the accommodation provider for the damage caused by animals brought along. The damage also includes, in particular, those compensation services by the accommodation provider that the accommodation provider has to provide to third parties.

## **§ 14 Extension of the accommodation**

The contractual partner has no right to have his stay extended. If the contractual partner announces his wish to extend the stay in good time, the accommodation provider can agree to the extension of the accommodation contract. The accommodation provider is not obliged to do so.

§ 14.1 If the contractual partner cannot leave the accommodation facility on the day of departure because all departure options are blocked or cannot be used due to unforeseeable exceptional circumstances (e.g. extreme snowfall, flooding, officially ordered prohibitions), then the accommodation contract becomes for the duration of the impossibility of departure is automatically extended. A reduction in the fee for this period is only possible if the contractual partner cannot fully use the services offered by the accommodation facility due to the exceptional weather conditions. The accommodation provider is entitled to request at least the fee that corresponds to the price usually charged in the off-season.

## **§ 15 Termination of the contract - provisional termination**

If the accommodation contract was concluded for a specific period, it ends with Time lapse.

§ 15.1 If the contractual partner leaves early, the accommodation provider is entitled to demand the full agreed fee. The accommodation provider will deduct what it saves as a result of not using its range of services or what it has received by renting the ordered rooms to other parties. There is only a saving if the accommodation establishment is fully utilized at the time of non-use of the rooms ordered by the guest and the rooms can be rented to other guests due to the cancellation of the contract partner. The burden of proof of the savings is borne by the contractual partner.

§ 15.2 In the case of an accommodation contract concluded for an indefinite period, a notice period of 3 working days applies.

§ 15.3 The accommodation provider is entitled to terminate the accommodation contract with immediate effect for an important reason, in particular if the contractual partner or the guest

- a) makes significantly disadvantageous use of the premises or the other guests due to his reckless, offensive or otherwise grossly improper behavior, the owner, his employees or third parties living in the accommodation facility prevents them from living together or is guilty of a punishable act against property, morality or physical safety towards these persons;
- b) of an infectious disease or illness that goes beyond the duration of the accommodation, is infested or in need of care;
- c) the submitted invoices are not paid when due within a reasonable period (3 days).

§ 15.4 If the fulfillment of the contract is due to an event considered to be force majeure (Acts of God, strike, lockout) If the contract becomes impossible, the accommodation provider can terminate the accommodation contract at any time without observing a period of notice, provided that the contract has not already been terminated by law or the accommodation provider is released from its obligation to provide accommodation. Any claims of the contractual partner for damages are excluded.

### **§ 16 Illness or death of the guest**

If a guest falls ill during his stay in the accommodation facility, the accommodation provider will provide medical care at the guest's request. If there is imminent danger, the accommodation provider will arrange for medical care even without the guest's special request, especially if this is necessary and the guest is not able to do this himself.

§ 16.1 As long as the guest is unable to do so is to make decisions or the relatives of the guest cannot be contacted, the accommodation provider will arrange medical treatment at the guest's expense. However, the scope of these care measures ends at the point in time at which the guest can make decisions or the relatives have been notified of the illness.

§ 16.2 The contract with the accommodation provider ends with the death of a guest.

§ 16.3 The accommodation provider has claims for compensation against the contractual partner and the guest or, in the event of death, against their legal successor, in particular for the following costs:

- a) open medical costs, costs for patient transport, medication and medical aids
- b) room disinfection that has become necessary,
- c) laundry, bed linen that has become unusable and bed furnishings, otherwise for the disinfection or thorough cleaning of all these items,
- d) restoration of walls, furnishings, carpets, etc., insofar as these were soiled or damaged in connection with the illness or death,
- e) room rental, if the room has been used by the guest, plus any days of non-rentability of the rooms due to disinfection, evacuation or the like,
- f) any other damage that the accommodation provider may incur.

### **§ 17 Place of fulfillment, place of jurisdiction and choice of law**

The place of fulfillment is the place where the accommodation is located.

§ 17.1 This contract is subject to Austrian formal and substantive law, excluding the rules of international private law (in particular IPRG and EVÜ) as well as UN-Sales law.

§ 17.2 The exclusive place of jurisdiction in bilateral business transactions is the domicile of the accommodation provider, whereby the accommodation provider is also entitled to assert its rights at any other local and factually competent court.

§ 17.3 If the accommodation contract was established with a contractual partner who is a consumer and has his place of residence or habitual abode in Austria, lawsuits against the consumer can only be brought at the place of residence, habitual abode or place of employment of the consumer.

§ 17.4 Was the accommodation contract with a contracting party who is a consumer and has his place of residence in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the local and material court responsible for the consumer's place of residence is exclusively responsible for lawsuits against the consumer.

### **§ 18 Miscellaneous**

Unless the above provisions stipulate anything special, a period begins with the delivery of the document ordering the period to the contractual partner, who has to comply with the period.

§ 18.1 The accommodation provider is entitled to offset his own claims against the contractual partner's claims. The contractual partner is not entitled to offset his own claims against claims of the accommodation provider, unless the accommodation provider is insolvent or the claim of the contractual partner has been determined by a court or recognized by the accommodation provider.

§ 18.2 In the event of loopholes, the corresponding statutory provisions apply.