

# I. General Business Terms of Albertina Hotelbetriebsgesellschaft m.b.H.

## § 1 Contractual Partner

In case of doubt, the contractual partner of Albertina Hotelbetriebsgesellschaft m.b.H. (hereinafter called the Hotel) is the customer (hereinafter called Guest), even if he has booked or jointly booked for other named parties.

## § 2 Contract conclusion

1. Conclusion of the accommodation contract requires the written form.
2. Without a prior reservation, the Guest must pay a deposit on arrival of one night's room cost or produce his valid credit card details to the reception staff at the Hotel.
3. He may also be asked to pay the full agreed price in advance.

## § 3 Beginning and end of accommodation

1. The Guest is entitled to occupy the reserved rooms as of 3 p.m. on the day of arrival.
2. The Guest must vacate the reserved rooms by 11 a.m. on the day of departure.
3. If a room is taken for the first time before 6 a.m., the previous night counts as the first overnight stay.

## § 4 Cancellation of accommodation contract

1. The accommodation contract may be cancelled by either Party before the Guest's agreed arrival date by prior notice. The notice of cancellation must be in the other Party's hands before the Guest's agreed arrival date.
2. The cancellation charge depends on the time the notice is received before the agreed arrival date:
  - A cancellation up to 2 days prior to the agreed arrival day until 6 pm (local hotel time) is free of charge.
  - In case of later cancellation or if the Guest does not take up the reserved room without proof of cancellation the cancellation charge is 100% of the first night.

3. If the Guest has paid a deposit or left his credit card details as security, the room is reserved until noon the day after the agreed arrival date at the latest.
4. If the Guest has not paid a deposit or left his credit card details as security and does not appear by 6 p.m. on the agreed arrival date, the Hotel has the right to cancel the contract unless a later arrival time has been expressly agreed.

## § 5 Extension of accommodation

An extension of the contract requires the agreement of the Hotel.

## § 6 Provision of substitute accommodation

1. The Hotel has the right to provide the Guest with suitable substitute accommodation if this is reasonable for him, particularly because the change is minor and objectively justified.
2. It is considered to be justification, for example, if the room is unusable, guests already occupying it, extend their stay, or other major operational circumstances require this action.
3. Any additional expenses for the substitute accommodation are paid by the Hotel.

## § 7 Guest's rights

By concluding the accommodation contract, the Guest acquires the right to normal use of the reserved room, hotel facilities and other services booked.

## § 8 Guest's obligations

1. Unless otherwise agreed, the agreed cost (in €) is due and payable at the end of the accommodation contract. The Hotel is not obliged to accept cashless means of payment such as cheques, credit cards, coupons, vouchers etc. All the costs necessary for acceptance of these documents, such as for telegrams, investigations etc. are charged to the Guest.

2. Permission must be obtained from the Hotel Management before using electronic equipment brought by the Guest which does not constitute a normal travel requirement.
3. The Guest is liable in accordance with the provisions of compensation law for any damage and disadvantage suffered by the Hotel or third parties through his fault or the fault of a member of his party or other people for whom he is responsible, even if the injured party is entitled to claim damages directly from the Hotel.
4. The Guest is required to deposit valuables in the hotel safe, otherwise the Hotel cannot accept liability.

#### **§ 9 Hotel's rights**

1. If the Guest refuses to pay the account or is in arrears, the Hotel is entitled to withhold the property brought by the Guest in order to secure its claim associated with accommodation and its disbursements for the Guest (§ 970 ABGB [Austrian Civil Code] – legal right of retention).
2. As security for the agreed cost, the Hotel has a lien on the property brought by the Guest. (§ 1101 ABGB – legal lien.)

#### **§ 10 Hotel's obligations**

The Hotel is obliged to provide the agreed services at the level corresponding to its standard.

#### **§ 11 Hotel's liability**

1. Compensation claims against the Hotel are ruled out in cases of minor negligence. This does not apply to personal injury. Compensation claims expire in all cases one year after the service was provided or the room was taken up.
2. The Hotel is also liable as custodian for the property brought in by the guests accommodated, up to a maximum of € 1,100.00, if it cannot prove that it or its employees were not at fault for the damage and it was not caused by third parties going in and out of the building.

Under these circumstances, the Hotel is liable for valuables, money and securities up

to a maximum of € 550.00, unless it took the property into its safekeeping in full knowledge of its nature, or it or an employee were at fault for the damage and its liability is therefore unlimited.

Safekeeping of valuables, money and securities may be refused if they are much more valuable items than Hotel guests usually hand over for safekeeping. Property is considered to be brought in if it is received by a person in the service of the Hotel or is taken to a place designated by that person for the purpose (in particular § 970 et seq. ABGB [Austrian Civil Code]).

The compensation claim lapses if the injured party fails to bring the damage to the Hotel's attention immediately on learning of it (§ 970b ABGB).

3. Compensation claims against the Hotel by a businessman are ruled out in cases of minor negligence and in the event of consequential loss and financial loss, lost savings and interest losses. This does not apply to personal injury. The existence of gross negligence and wrongful intent must be proved by the injured party. Compensation claims expire in all cases one year after the service was provided or the room was taken up.

#### **§ 12 Guest's liability for pets**

1. Written permission from the Hotel is required in advance before bringing pets. A charge must be paid for all pets.
2. Pets are not allowed in the public rooms or the restaurant area.
3. The Guest indemnifies the Hotel fully against any damage caused by a pet.

#### **§ 13 End of accommodation**

1. If the accommodation contract is agreed for a specific period, it ends when the time is up. If the customer departs early, the Hotel is entitled to claim the full agreed cost.
2. If the Guest does not vacate his room by 11 a.m., the Hotel is entitled to charge the room price for one further day.

3. The Hotel is entitled to cancel the accommodation contract with immediate effect if the Guest
  - makes considerable prejudicial use of the facilities or adversely affects joint residence by the other occupants by his inconsiderate, offensive or otherwise grossly improper behaviour or is guilty towards the Hotel and its staff or any person resident at the Hotel of action liable to punishment against property, morals or physical safety
  - is suffering from a disease which is infectious or exceeds the period of his stay, or becomes in need of care;
  - does not pay the presented bill on request within a reasonable deadline set.
4. If contract performance becomes impossible due to an event deemed force majeure, the contract will be cancelled. The Hotel is however required to refund – on a pro rata basis – the payment already received, so that it does not profit from the event (§ 1447 ABGB).

#### **§ 14 Place of performance and jurisdiction**

1. The place of performance is the place where the Hotel is situated. Austrian substantive law is applicable.
2. For all disputes arising out of the accommodation contract, the jurisdiction of the locally competent court for the Hotel is agreed, unless the Guest as consumer has a place of employment, customary residence or domicile in Austria. In this case, the jurisdiction of the place notified by the Guest on registration is agreed.

#### **§ 15 Other provisions**

1. Amendments, supplements or additions to this contract are not valid unless in written form. Deviation from the written form requirement is also subject to the foregoing formal requirement.
2. Should individual provisions of this contract or a subsequent amendment or addition be or become ineffective, invalid or impracticable, the effectiveness, validity or practicability of all the other provisions will not be affected. Should any of these provisions be ineffective, invalid or impracticable, an effective, valid and practicable provision which comes as close as possible to the economic result of that provision shall apply between the Parties instead.
3. All payments are to be made as contractually agreed, but subsidiarily within 14 days of billing (crediting to the Hotel's account). In the event of late payment, default interest of 12% p.a. is agreed.
4. Service is legally effective to the customer at the address given on the booking. The customer is therefore required to notify any change of address during the period of the business relationship in writing.
5. The customer waives any appeal against this contract on any grounds whatsoever – in particular due to error or loss of the basis of the contract.
6. The prices include all taxes, charges and local taxes. Unused services or partial services do not reduce the price per night or total price.

## **II. Special Business Terms for Groups**

1. Groups consist of a minimum of 15 people (excluding tour guides) who arrive and depart together. If, after booking, the number of people in a group falls to less than 15, it is at the discretion of the Hotel whether the number remaining is accepted as a group.
2. The Hotel undertakes to provide the accommodation and services shown on the voucher/group confirmation, but additional services must be paid for by each Guest. The voucher/group confirmation must be handed to Reception on arrival. The accommodation



- and services booked will appear on one single bill.
3. A deposit of 50% of the total amount must be paid by 30 days before arrival. This is deducted from the final total. Any bank charges are paid by the customer. The hotel contract is not firm until the deposit is received.
  4. A list of the people in the group by name (including number of children) must be provided 7 days before the arrival date at the latest.
  5. Cancellations must always be in writing. They apply from the date of receipt at the Hotel. The charge for the cancellation is
    - Up to 50 days before the arrival date: cancellation of the whole group free of charge
    - Up to 30 days before the arrival date: 15% of the costs of the booked stay per guest (max. 50% of group members free of charge)
    - Up to 21 days before the arrival date: 30% of the costs of the booked stay per guest (max. 25% of group members free of charge)
    - From 14 days before the arrival date: 50% of the costs of the booked stay per guest (max. 10% of group members free of charge)
    - From 3 days before the arrival date: 80% of the costs of the booked stay per guest
    - From one day before the arrival date or if the booking is not taken up without proof of cancellation: 100% of the costs of the booked stay per guest
  6. All accommodation and services booked are due for payment net upon departure.