

GENERAL TERMS AND CONDITIONS FOR THE

HOTEL INDUSTRY 2006

(AGBH 2006)

Version of 11/15/2006

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## § 1 Scope

1.1 These General Terms and Conditions for the Hotel Industry (hereinafter "AGBH 2006") replace the previous ÖHVB in the version of September 23 1981

1.2 The AGBH 2006 do not exclude special agreements. The AGBH 2006 are subsidiary to agreements made in detail.

## § 2 Definitions of terms

### 2.1 Definition of terms:

"Accommodator": Is a natural or legal person  
Person who accommodates guests for a fee.

"Guest": means a natural person providing accommodation  
takes up. The guest  
is usually also the contractual partner.

Persons are also considered guests  
who arrive with the contractual partner  
(e.g. family members, friends  
Etc).

"Contractual partner": Is a natural or legal person  
of the country or abroad, as  
guest or for a guest an accommodation contract  
completes.

"consumer" and

"Entrepreneur": The terms are within the meaning of the Consumer Protection Act

1979 as amended

to understand.

“Accommodation Agreement”:

Is the one between the accommodation provider and

concluded with the contractual partner

Contract, the content of which follows in more detail

is regulated.

### § 3 Conclusion of Contract - Down Payment

3.1 The accommodation contract comes about through the acceptance of the contract partner's order

by the accommodation provider. Electronic declarations apply

as received if the party for which they are intended, these under ordinary

circumstances, and access during the announced business hours

of the accommodation provider.

3.2 The accommodation provider is entitled to terminate the accommodation contract under the condition

conclude that the contractual partner makes a down payment. In this case is

the accommodation provider obliges before accepting the written or oral

Order of the contractor, the contractor on the required deposit

to point out. If the contractual partner agrees with the down payment (in writing

or verbally), the accommodation contract comes into existence upon receipt of the

Declaration of consent for the payment of the down payment by the contractual partner

at the accommodation provider.

3.3 The contractual partner is obliged to pay the deposit no later than 7 days (receipt)

to be paid prior to accommodation. The cost of the money transaction (e.g

Transfer fees) are borne by the contractual partner. Apply to credit and debit cards

the respective conditions of the card companies.

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

#### § 4 Beginning and end of accommodation

4.1 The Contractual partner has the right, so the accommodation provider no other reference time offers to use the rented rooms from 4:00 p.m. on the agreed day ("arrival day") to acquire.

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

4.3 The rented rooms are reserved by the contractual partner on the day of departure to be vacated at 12:00 p.m. The accommodation provider is entitled to add another day in To be invoiced if the rented rooms are not vacated in a timely manner are.

#### § 5 Withdrawal from the accommodation contract – cancellation fee

##### Cancellation by the accommodation provider

5.1 Does the accommodation contract provide for a deposit and has the deposit been paid? not made by the contractual partner in a timely manner, the accommodation provider can without grace period to withdraw from the accommodation contract.

5.2 If the guest does not show up by 6:00 p.m. on the agreed day of arrival, no accommodation obligation, unless a later arrival time was agreed.

5.3 If the contractual partner has made a down payment (see 3.3), they remain against it the premises no later than 12:00 p.m. on the agreed day of arrival reserved the following day. If you pay more than four days in advance, the Compulsory accommodation from 6 p.m. on the fourth day, with the day of arrival being first day is counted, unless the guest specifies a later day of arrival known.

5.4 No later than 3 months before the contractual partner's agreed arrival date

the accommodation contract can be concluded by the accommodation provider for objectively justified reasons

Reasons, unless otherwise agreed, by unilateral

declaration to be resolved.

Withdrawal by the contractual partner – cancellation fee

5.5 No later than 3 months before the guest's agreed arrival date

Accommodation contract without payment of a cancellation fee by unilateral declaration

be dissolved by the contractual partner.

5.6 Outside of the period specified in § 5.5. specified period is a withdrawal by unilateral

Declaration of the contractual partner only with payment of the following cancellation fees

possible:

- up to 1 month before the day of arrival 40% of the total package price;

- up to 1 week before the day of arrival 70% of the total package price;

- in the last week before the day of arrival 90% of the total package price.

up to 3 months

no cancellation fees

3 months to 1

Month

40%

1 month to 1

Week

70%

In the last

Week

90%

impediments to arrival

5.7 If the contractual partner cannot be at the accommodation facility on the day of arrival appear because of unforeseeable exceptional circumstances (e.g. extreme Snowfall, flood etc.) all arrival possibilities impossible are, the contractual partner is not obliged to pay the agreed fee for the days to pay upon arrival.

5.8 The obligation to pay the fee for the booked stay begins with the possibility of arrival again if arrival is possible again within three days will.

#### § 6 Provision of alternative accommodation

6.1 The accommodation provider can provide the contractual partner or the guests with adequate alternative accommodation

(of the same quality) if this is the contractual partner is reasonable, especially if the deviation is minor and factual is justified.

6.2 A factual justification is given, for example, if the room (the rooms) has (have) become unusable, guests already quartered theirs Extend your stay, there is an overbooking or other important operational issues Measures require this step.

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

#### § 7 Rights of the contractual partner

7.1 By concluding an accommodation contract, the contractual partner acquires the right to normal use of the rented rooms and facilities of the accommodation establishment, the usual way and without special conditions accessible to guests for use, and the usual service.

The contractual partner has his rights in accordance with any hotel and/or guest guidelines (house rules) to exercise.

## § 8 Obligations of the contractual partner

8.1 The contractual partner is obliged to, at the latest at the time of departure, agreed fee plus any additional amounts that are due to separate use of services by him and/or the guests accompanying him are to be paid plus statutory sales tax.

8.2 The accommodation provider is not obliged to accept foreign currencies. Accepted of the accommodation provider foreign currencies, these will be exchanged at the daily exchange rate if possible taken in payment. Should the accommodation provider use foreign currencies or accept cashless means of payment, the contractual partner bears all of them related costs, such as inquiries at credit card companies, telegrams, etc.

8.3 The contractual partner is liable to the accommodation provider for any damage he or the guest or other persons who, with the knowledge or will of the contractual partner rs Accept services of the accommodation provider, cause.

## § 9 Rights of the accommodation provider

9.1 If the contractual partner refuses to pay the stipulated fee or is If he is in arrears, the accommodation provider has the statutory right of retention according to § 970c ABGB as well as the legal lien according to § 1101 ABGB to the things brought in by the contractual partner or the guest. This right of retention or lien is also available to the accommodation provider as security his claim from the accommodation contract, in particular for meals, other expenses made for the contractual partner and for any claims for compensation of any kind.

9.2 Will the service in the room of the contracting party or be exceptional times of the day (after 8:00 p.m. and before 6:00 a.m.), the accommodation provider is responsible entitled to demand a special fee for this. However, this special fee is displayed on the room price board. The accommodation provider can provide these services

also refuse for operational reasons.

9.3 The accommodation provider has the right to billing or interim billing at any time to his performance.

## § 10 Obligations of the accommodation provider

10.1 The accommodation provider is obliged to provide the agreed services in one of his to provide the scope corresponding to the standard.

10.2 Special services of the accommodation provider that are subject to labeling and that are not included in the accommodation fee

are included, for example:

a) Special accommodation services that are invoiced separately

can be, such as providing salons, sauna, indoor pool, swimming pool, solarium, garage etc;

b) A reduced rate will be charged for the provision of additional beds or children's beds price calculated.

## § 11 Liability of the accommodation provider for damage to items brought in

11.1 The accommodation provider is liable according to §§ 970 ff ABGB for the brought in by the contractual partner

Things. The accommodation provider is only liable if

hand over the items to the accommodation provider or to people authorized by the accommodation provider

or taken to a place designated or designated by them

have been. If the accommodation provider is unable to prove this, the accommodation provider is liable

for his own fault or the fault of his people as well as the

outgoing and incoming people. The accommodation provider is liable according to § 970 paragraph 1

ABGB at most up to that in the federal law of November 16, 1921 on the

Liability of innkeepers and other entrepreneurs in the currently applicable version

fixed amount. If the contractual partner or the guest comes to the request

of the accommodation provider to deposit his belongings in a special storage place



If this is not done immediately, the accommodation provider is released from any liability.

The maximum amount of any liability on the part of the accommodation provider is Liability insurance sum of the respective accommodation provider is limited. A fault of the contractual partner or guest must be taken into account.

11.2 The liability of the accommodation provider is excluded for slight negligence. is the contractual partner an entrepreneur will also be liable for gross negligence excluded. In this case, the contractual partner bears the burden of proof for the existence of fault. consequential damages or indirect damages as well lost profits will not be replaced under any circumstances.

11.3 The accommodation provider is only liable for valuables, money and securities up to the amount from currently € 550.00. The accommodation provider is liable for any additional liability Damage only in the event that he is aware of the nature of these items has taken over for safekeeping or in the event that the damage is caused by was indebted to himself or one of his people. The Limitation of Liability according to 12.1 and 12.2 applies accordingly.

11.4 The accommodation provider may store valuables, money and securities refuse if the items are much more valuable than Ordinarily give custody to guests of the accommodation facility in question.

11.5 In each case of assumed storage, liability is excluded if the contractual partner and/or guest recognizes the damage that has occurred does not notify the accommodation provider immediately. Moreover, these claims are within of three years from knowledge or possible knowledge by the contractual partner or to assert the guest in court; otherwise the right has expired.

## § 12 Limitations of Liability

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

12.2 If the contractual partner is an entrepreneur, the liability of the accommodation provider for

slight and gross negligence excluded. In this case, the contractual partner bears the costs  
the burden of proof for the existence of fault. consequential damage,  
immaterial damage or indirect damage as well as lost profits  
not replaced. In any case, the damage to be compensated is limited to the  
Level of trust interest.

#### § 13 animal husbandry

13.1 Animals may only be allowed after prior approval approval of the accommodation provider and  
if necessary

brought to the accommodation facility for a special fee.

13.2 The contractual partner who takes an animal with him is obliged to keep this animal during  
to keep or supervise properly during his stay or  
store or supervise this at his own expense through suitable third parties  
to let.

13.3 The contractual partner or guest who takes an animal with him has a corresponding  
Animal liability insurance or private liability insurance that  
also covers possible damage caused by animals. The proof  
the corresponding insurance is available at the request of the accommodation provider  
provide.

13.4 The contractual partner or his insurer are liable to the accommodation provider  
undivided hand for the damage caused by animals brought along. The damage  
includes in particular those replacement services of the accommodation provider, which the  
accommodation provider has to provide to third parties.

13.5 In the salons, social and restaurant rooms and wellness areas  
animals do not stay.

#### § 14 Extension of accommodation

14.1 The contractual partner has no right to have his stay extended  
will. If the contractual partner cancels his request for an extension of the stay

in good time, the accommodation provider can extend the accommodation contract agree. The accommodation provider is under no obligation to do so.

14.2 If the contractual partner cannot leave the accommodation facility on the day of departure left because of unforeseeable extraordinary circumstances (e.g. extreme snowfall, flooding, etc.) all departure options blocked or not are usable, the accommodation contract is valid for the duration of the impossibility automatically extended after departure. A reduction in the fee for this time is only possible if the contractual partner accepts the offered Services of the accommodation facility as a result of the extraordinary weather conditions cannot fully use. The accommodation provider is entitled to request at least the payment that corresponds to the price usually charged in corresponds to the low season.

#### § 15 Termination of the Accommodation Contract – Premature Termination

15.1 If the accommodation contract was concluded for a specific period of time, it ends with passage of time.

15.2 If the contractual partner leaves early, the accommodation provider is entitled to demand the full

to charge the agreed fee. The accommodation provider will deduct what he saved as a result of not using his range of services or

what he has received through other rental of the ordered rooms. One

Savings are only available if the accommodation facility at the time of the

Non-use of the rooms reserved by the guest is fully occupied

and the premises due to the cancellation of the contractual partner

can be rented to other guests. The burden of proof of the savings is borne by the contractor.

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

15.4 If the accommodation contract was concluded for an indefinite period,

the contracting parties the contract until 10.00 am of the third day before the intended end of contract.

15.5 The accommodation provider is entitled to terminate the accommodation contract with immediate effect

to dissolve for good cause, in particular if the contractual partner or the guest

a) makes a significantly disadvantageous use of the premises or through his inconsiderate, offensive or otherwise grossly indecent behavior the other guests, the owner, his people or those in the accommodation facility residing third parties discouraged from living together or engage in a punishable act against these persons against property, morals or physical safety

makes guilty

b) from a contagious disease or a disease beyond the period of accommodation goes out, is infested or is otherwise in need of care;

c) the invoices submitted when they are due within a reasonable period of time

Deadline (3 days) not paid.

15.6 If the performance of the contract is due to an event to be considered force majeure (e.g. elementary events, strikes, lockouts, official orders, etc.)

becomes impossible, the accommodation provider can cancel the accommodation contract at any time without

Resolve compliance with a notice period, provided that the contract is not already after

is deemed dissolved by law, or the accommodation provider from his obligation to provide accommodation

is exempt. Any claims for damages etc. by the contractual partner are excluded.

§ 16 Illness or death of the guest

16.1 If a guest falls ill during their stay in the accommodation facility,

the accommodation provider will provide medical care at the guest's request. is danger

in default, the accommodation provider will provide medical care even without special

Arrange for the guest's request, in particular if this is necessary

is and the guest himself is not in a position to do so.

16.2 As long as the guest is unable to make decisions or the relatives

of the guest cannot be contacted, the accommodation provider will respond

Arrange for medical treatment at the guest's expense. The extent of these precautionary measures

ends, however, at the time when the guest makes decisions

can meet or the relatives have been informed of the case of illness

are.

16.3 The accommodation provider has vis-à-vis the contractual partner and the guest or in the event of death

compensation claims against their legal successors, in particular for the following costs:

a) Outstanding medical expenses, costs for ambulance transport, medication and medical aids

b) room disinfection that has become necessary,

c) linen, bed linen and bed furnishings that have become unusable, otherwise

for the disinfection or thorough cleaning of all these items,

d) restoration of walls, furnishings, carpets, etc.,

insofar as these are contaminated in connection with the illness or death

or have been damaged

e) Room rent, insofar as the room is used by the guest

plus any days that the rooms cannot be used

Disinfection, evacuation or similar,

f) any other damage incurred by the accommodation provider.

§ 17 Place of Performance, Place of Jurisdiction and Choice of Law

17.1 The place of fulfillment is the place where the lodging establishment is located.

17.2 This contract is subject to Austrian procedural and substantive law

Exclusion of the rules of international private law (in particular IPRG and EVÜ)

as well as UN sales law.

17.3 The exclusive place of jurisdiction in bilateral entrepreneurial transactions is the registered office

of the accommodation provider, whereby the accommodation provider is also entitled to exercise its rights

also apply to any other local and competent court

do.

17.4 Has the accommodation contract been concluded with a contractual partner who is a consumer and has his place of residence or habitual abode in Austria,

can take legal action against the consumer only at the place of residence, at the usual

place of residence or at the place of employment of the consumer

will.

17.5 Has the accommodation contract been concluded with a contractual partner who is a consumer and reside in a member state of the European Union (with the exception of

Austria), Iceland, Norway or Switzerland, that's for the

Consumer's place of residence for legal action against the consumer, locally and factually competent court has exclusive jurisdiction.

## § 18 Miscellaneous

18.1 Unless otherwise provided in the above provisions, the race will begin

a deadline upon delivery of the document ordering the deadline to the contractual partners,

who has to keep the deadline. When calculating a deadline, which

is determined by days, the day in which the point in time is included is not counted

or the event occurs, according to which the start of the period should be based.

Deadlines specified by weeks or months refer to those days

of the week or month, which by its designation or number dem

corresponds to days from which the period is to be counted. Missing this day in the

month, the last day of that month is decisive.

18.2 Declarations must be given to the other contractual partner on the last day of the deadline (24 hours) must have been received.

18.3 The accommodation provider is entitled, against a claim by the contractual partner, to use its own

to offset claims. The contractual partner is not entitled to use their own

to offset claims against claims of the accommodation provider, unless

the accommodation provider is insolvent or the claim of the contractual partner

determined by a court or recognized by the accommodation provider.

18.4 In the event of loopholes, the relevant statutory provisions shall apply.