

## Terms and Conditions for Hotel Accommodation Contracts

### I. Scope

1. These Terms and Conditions apply for hotel accommodation contracts as well as for all other supplies and services provided by the Hotel to the guest.
2. Unless expressly recognised in writing by the Hotel, alternative provisions, including those contained in the guest's or customer's general terms and conditions, shall not be applicable.

### II. Conclusion of contract

1. A hotel accommodation contract (hereinafter: "contract") is established when a guest booking inquiry is responded to with a booking confirmation from the Hotel.
2. The contractual partners are the Hotel and the guest. If a third party undertakes the booking for the guest, as the customer it, along with the guest, will be liable as joint debtors to the Hotel for all obligations arising from the contract, provided the Hotel has possession of a corresponding declaration from the customer. Irrespective of this, every customer is obliged to pass on to the guest all information relevant to the booking, particularly these Terms and Conditions.
3. Sub-contracting or sub-letting of rooms, together with their use for any purposes other than accommodation, require the prior written approval of the Hotel.

### III. Services, prices, payment

1. The Hotel is obliged to avail the rooms that the guest has reserved in accordance with these Terms and Conditions and to provide the agreed services.
2. The guest is obliged to pay the current or agreed Hotel prices for the hire of the room and for any other services he has made use of. This also applies to services effected by the guest or customer and expenses incurred by the Hotel vis-à-vis third parties.
3. The agreed prices include the statutory rate of VAT. If the period between the conclusion of contract and the arrival of the guest exceeds four months and the statutory rate of VAT or local taxes and charges increase following the conclusion of contract, the Hotel reserves the right to increase the agreed price by an amount equal to that of the increase of the payable VAT or local taxes and charges.
4. The Hotel is likewise entitled to change prices if, following the conclusion of contract, the guest requests changes to the number of rooms reserved, the services required of the Hotel or the length of the stay of the guest and the Hotel agrees to these changes.

5. The Hotel's invoices are payable in full immediately upon receipt. The guest will at the very latest be in default of the obligation of payment if he fails to render payment within 30 days following the due date and receipt of invoice; if the guest is a consumer this only applies if special reference is made to the legal consequences on the invoice. If the guest is in default of payment, the Hotel is entitled to charge consumers default interest at the rate of 5 percentage points over the base interest rate. For commercial transactions, the rate of default interest is 8 percentage points above the base interest rate. The Hotel reserves the right to seek a larger amount of damages.

The Hotel shall charge a fee of € 5.00 for every reminder it sends in respect of outstanding payments.

6. The Hotel is entitled upon conclusion of the contract or subsequently to request a reasonable advance payment or security deposit from the guest. The amount of the advance payment and the due date for its payment may be agreed in writing in the contract. During the stay of the guest in the Hotel, the Hotel is furthermore entitled at any time to request payment for the costs incurred to that time by the guest by issuing an interim invoice and to demand its immediate settlement.
7. The guest is only entitled to set off counterclaims against the claims of the Hotel, if these counterclaims are undisputed or have been confirmed by way of a final legal judgement.

### IV. Rescission (withdrawal) by guest from contract, cancellation

1. The Hotel grants the guest the right to withdraw from the contract at any time. This is regulated by the following provisions:
  - a) In the event that the guest withdraws the reservation, the Hotel shall have claim to reasonable compensation.
  - b) The Hotel has the choice of charging the guest a flat rate cancellation fee instead of the actual loss involved. The flat rate cancellation fee shall amount to 90% of the contractually agreed price for overnight stays, including or excluding breakfast, 70% of the contractually agreed price for overnight stays with half board, and 60% of the contractually agreed price for overnight stays with full board. The guest is entitled to show that the Hotel has suffered no loss or that its losses are less than those claimed by way of the flat rate compensation fee.
  - c) Insofar as the Hotel charges for its specific loss, the maximum amount of compensation may not exceed the contractually agreed price of the services to be supplied by the Hotel less the value of the costs saved by the Hotel together with the amount that the Hotel acquires through the alternative use of the Hotel's services.
2. The compensation regulations referred to above shall apply if the guest does not show up to claim the room or services he has reserved without the written agreement of the Hotel.

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3. The Hotel has no claim to compensation if it has granted the guest an option in his contract to withdraw from the contract within a specified time period without any requirement to pay compensation (cancellation without penalty). The date of receipt of the withdrawal notice by the Hotel shall be definitive. The guest must declare his intention to rescind (withdraw) in writing.

### V. Rescission (withdrawal) by the Hotel

1. Provided that the guest has been granted the right to withdraw without penalty pursuant to IV. 3, the Hotel, for its part, is also entitled to withdraw without penalty within this time period if applications from other guests are available for contractually reserved rooms and the guest does not waive his right to withdraw without penalty when contacted by the Hotel.
2. The Hotel is also entitled to withdraw from the contract if an advance payment or security deposit as agreed in accordance with III. 6 is not made/provided within a reasonable period of grace granted by the Hotel.
3. Furthermore, the Hotel is entitled to withdraw from the contract if there are significant reasons, especially if
  - an act of God or other circumstances beyond the control of the Hotel make the fulfilment of the contract impossible;
  - rooms are booked under misleading or erroneous information concerning material matters, e.g. relating to the identity of the guest;
  - the Hotel has good reasons for supposing that the use of the Hotel's services could significantly jeopardise the smooth running of the Hotel's operations, or the safety of Hotel guests or Hotel employees or severely besmirch the public image of the Hotel in a manner beyond the control or scope of the Hotel's organisation;
  - unpermitted sub-contracting or sub-letting of rooms pursuant to II. 3 is undertaken;
  - the circumstances described in VI. 3 have occurred;
  - the Hotel becomes aware that the financial circumstances of the guest have significantly deteriorated following the conclusion of the contract, particularly if the guest fails to settle outstanding debts to the Hotel or fails to provide an adequate security deposit and therefore the Hotel's entitlements to payment appear to be in jeopardy;
  - the guest issues an application for the commencement of insolvency proceedings in relation to his assets, or ceases making payments;
  - insolvency proceedings are commenced in relation to the assets of the guest or said proceedings are denied due to lack of assets or other such reason.
4. The Hotel must promptly inform the guest that it is exercising the right of withdrawal.

5. In such cases of withdrawal by the Hotel, the guest will not be entitled to claim for damages.

### VI. Arrival and departure

1. The guest has no right to demand the provision of specific rooms, unless the Hotel has confirmed the provisions of particular rooms in writing.
2. The reserved rooms shall be available to the guest from 3 pm onwards on the agreed day of arrival. The guest has no right to demand that rooms should be provided earlier.
3. The guest should claim reserved rooms no later than by 4 pm on the agreed day of arrival. Unless a later time of arrival has been expressly agreed, after 4 pm the Hotel has the right to assign the room to a different guest; the guest has no right of compensation in this event. The Hotel has a right of rescission in this respect.
4. On the agreed day of departure, rooms must be vacated and be at the Hotel's disposal by 12 noon at the latest. After this time the Hotel may charge the day-time room rate up until 4 pm to compensate it for the additional use of the room and the costs incurred by way of the delayed availability of the room; from 4 pm it may charge 100% of the current full lodging price. The guest is entitled to show that the Hotel sustained no loss or a lesser amount of loss.

### VII. Liability of the Hotel, limitation period

1. If any failures or shortcomings arise in relation to the services provided by the Hotel, the Hotel will make every effort to rectify this situation if the guest has made his objections promptly known. If the guest culpably fails to notify the Hotel of the shortcoming, there can be no entitlement to a reduction of the contractually agreed payment.
2. The Hotel is liable in accordance with the statutory provisions in relation to death or personal injury as well as for any deceitfully concealed faults and for any contractual guarantees assumed by it.
3. For all other damage not encompassed by VII. 2 and caused by the ordinary negligence of the Hotel, its legal representatives or vicarious agents, the Hotel will only be liable if this damage is due to a breach of a fundamental contractual obligation that jeopardises the actual purpose of the contract. In these cases the liability will be limited to foreseeable damage typical for this type of contract.
4. The aforementioned limitations of liability apply to all claims for damages irrespective of the legal basis, including claims relating to tortious liability. The aforementioned limitations of liability also apply in case of a guest's claims for damages against the employees or vicarious agents of the Hotel.
5. For items brought into the Hotel, the Hotel is liable to the guest in accordance with the statutory provisions but for not more than € 3,500. With respect to valuables (money, jewellery etc.) this liability is limited to € 800.00. The Hotel recommends that guests store such articles in the Hotel safe. The guest's entitlements to compensation shall be null and void if he fails to report to the Hotel any loss,

destruction or damage immediately after he has become aware of it.

As of: January 2012

6. In the event that a guest is provided with a parking space in the Hotel garage or car park, this shall not constitute a contract of safekeeping, even if a parking fee is paid. The Hotel has no duty to keep watch. In the event of that a car (and/or its contents) is stolen or damaged while parked/being manoeuvred on the Hotel premises, the Hotel will not be liable unless it, its employees or vicarious agents acted deliberately or in a grossly negligent manner. In such a case, the claim for damages is to be asserted no later than upon leaving the Hotel premises.
7. Wake-up calls will be conducted with the greatest of care by the Hotel. Claims for damages are excluded except in connection with deliberate acts or gross negligence.
8. Messages, post and packages for guests will be handled with great care. The Hotel will assume responsibility for keeping such items and, upon request and in return for a charge, to forward post and packages for the guest; this also applies to items of lost property, upon inquiry by the guest. After having kept such articles for at least one month, the Hotel is entitled to pass these on to the local lost and found office in return for a reasonable fee.
9. The guest's claims to compensation will become time-barred no later than two years from the time that the guest became aware of the damage event or, irrespective of such knowledge, no later than three years from the time of the said event. This does not apply with respect to liability for death or personal injury or for other damage resulting from any deliberate or grossly negligent breach of duty on the part of the Hotel, a statutory representative or vicarious agent of the Hotel.

#### VIII. Concluding provisions, Court, Applicable law

1. Amendments and additions to this contract must be made in writing.
2. The place of performance is the registered address of the Hotel. Payment must be effected at said address.
3. It is agreed that legal disputes arising from or in connection with this contract will be heard before the Bezirksgericht Innere Stadt Wien (District Court for Central Vienna). As an alternative to the foregoing provision, legal actions against consumers within the definition of the Consumer Protection Act may be brought before that court with jurisdiction over the consumer's domicile, usual place of residence or place of employment.
4. This contract is governed by the law of the Republic of Austria to the exclusion of United Nations Convention on Contracts for the International Sale of Goods.
5. If any of the provisions of these Terms and Conditions are ineffective or void, or become so in the future, this will not prejudice the effectiveness of the remaining provisions. The statutory regulations apply accordingly.