

GENERAL TERMS AND CONDITIONS FOR THE HOTEL INDUSTRY 2006

(AGBH 2006)

Version dated 15 November 2006

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§ 1 Scope of Application

1.1 These General Terms and Conditions for the Hotel Industry (hereinafter “AGBH 2006”) replace the former Austrian Hotel Contract Conditions (ÖHVB) in the version dated 23 September 1981.

1.2 The AGBH 2006 do not exclude special agreements. The AGBH 2006 are subsidiary to individually concluded agreements.

§ 2 Definitions

2.1 Definitions:

“Accommodation Provider”	Is a natural or legal person who accommodates guests for remuneration.
“Guest”	Is a natural person who makes use of accommodation. As a rule, the guest is also the contractual partner. Guests also include those persons who arrive together with the contractual partner (e.g. family members, friends, etc.).
“Contractual Partner”	Is a natural or legal person, domestic or foreign, who concludes an accommodation contract as a guest or on behalf of a guest.
“Consumer” and “Entrepreneur”	These terms are to be understood within the meaning of the Austrian Consumer Protection Act 1979 as amended.979 as amended.verstehen.
“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

3.1 The accommodation contract is concluded upon acceptance of the booking of the contractual partner by the accommodation provider. Electronic declarations are deemed received when the party for whom they are intended can access them under normal circumstances and when receipt occurs during the announced business hours of the accommodation provider.

3.2 The accommodation provider is entitled to conclude the accommodation contract on the condition that the contractual partner pays a deposit. In this case, the accommodation provider is obliged, before accepting the written or verbal booking of the contractual partner, to inform the contractual partner of the required deposit. If the contractual partner agrees to the deposit (in writing or verbally), the accommodation contract is concluded upon receipt by the accommodation provider of the declaration of consent regarding payment of the deposit.

3.3 The contractual partner is obliged to pay the deposit no later than 7 days (received) prior to accommodation. The contractual partner bears the costs of the money transaction (e.g. transfer fees). The respective conditions of the card companies apply to credit and debit cards.

3.4 The deposit constitutes a partial payment of the agreed remuneration.

§ 4 Commencement and End of Accommodation

4.1 The contractual partner has the right, provided that the accommodation provider does not offer a different occupancy time, to occupy the rented rooms from 4:00 p.m. on the agreed day (“day of arrival”).

4.2 If a room is first used before 6:00 a.m., the preceding night shall be considered the first overnight stay.

4.3 The rented rooms must be vacated by the contractual partner by 12:00 noon on the day of departure. The accommodation provider is entitled to charge for an additional day if the rented rooms are not vacated in due time.

§ 5 Withdrawal from the Accommodation Contract – Cancellation Fee

Withdrawal by the Accommodation Provider

5.1 If the accommodation contract provides for a deposit and the deposit has not been paid by the contractual partner in due time, the accommodation provider may withdraw from the accommodation contract without granting a grace period.

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

5.3 If the contractual partner has paid a deposit (see 3.3), the accommodation shall remain reserved until no later than 12:00 noon on the day following the agreed day of arrival. In the case of advance payment of more than four days, the obligation to provide accommodation ends at 6:00 p.m. on the fourth day, whereby the day of arrival is counted as the first day, unless the guest announces a later day of arrival.

5.4 Up to no later than three months prior to the agreed day of arrival of the contractual partner, the accommodation contract may be terminated by the accommodation provider for objectively justified reasons by unilateral declaration, unless otherwise agreed

Withdrawal by the Contractual Partner – Cancellation Fee

5.5 Up to no later than three months prior to the agreed day of arrival of the guest, the accommodation contract may be terminated by unilateral declaration by the contractual partner without payment of a cancellation fee.

5.6 Outside the period defined in § 5.5, withdrawal by unilateral declaration of the contractual partner is only possible subject to payment of the following cancellation fees:

- up to 1 month prior to the day of arrival: 40% of the total arrangement price;
- up to 1 week prior to the day of arrival: 70% of the total arrangement price;
- in the last week prior to the day of arrival: 90% of the total arrangement price.

Up to 3 months	3 months to 1 month	1 month to 1 week	In the last week
no cancellation fees	40 %	70 %	90 %

Impediments to Arrival

5.7 If the contractual partner is unable to appear at the accommodation establishment on the day of arrival because all means of arrival are impossible due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, flooding, etc.), the contractual partner is not obliged to pay the agreed remuneration for the days of arrival.

5.8 The obligation to pay for the booked stay resumes as soon as arrival becomes possible again, provided arrival is possible again within three days.

§ 6 Provision of Substitute Accommodation

6.1 Any additional expenses incurred for the substitute accommodation shall be borne by the accommodation provider.

§ 7 Rights of the Contractual Partner

7.1 By concluding an accommodation contract, the contractual partner acquires the right to customary use of the rented rooms, the facilities of the accommodation establishment which are usually and without special conditions accessible to guests, and to customary service. The contractual partner shall exercise their rights in accordance with any applicable hotel and/or guest guidelines (house rules).

§ 8 Obligations of the Contractual Partner

8.1 The contractual partner is obliged to pay the agreed remuneration plus any additional amounts incurred due to separate use of services by them and/or the guests accompanying them, plus statutory value-added tax, no later than at the time of departure.

8.2 The accommodation provider is not obliged to accept foreign currencies. If foreign currencies are accepted, they will be accepted for payment at the daily exchange rate where practicable. If the accommodation provider accepts foreign currencies or cashless means of payment, the contractual partner shall bear all related costs, such as inquiries with credit card companies, telegrams, etc.

8.3 The contractual partner is liable to the accommodation provider for any damage caused by them, the guest, or other persons who, with the knowledge or consent of the contractual partner, make use of the accommodation provider's services.

§ 9 Rights of the Accommodation Provider

9.1 If the contracting party does not pay the agreed remuneration or is in arrears with it, the accommodation provider has the statutory right of retention pursuant to § 970c ABGB as well as the statutory lien pursuant to § 1101 ABGB on items brought in by the contracting party or the guest. This right of retention or lien also serves the accommodation provider to secure its claims arising from the accommodation contract, in particular for catering, other expenses incurred for the contracting party, and any claims for compensation of any kind.

9.2 If the service is requested in the room of the contracting party or at exceptional times of day (after 8:00 p.m. and before 6:00 a.m.), the accommodation provider is entitled to charge a special fee for this. This special fee must, however, be listed on the room rate sheet. The accommodation provider may also refuse these services for operational reasons.

9.3 The accommodation provider has the right to invoice or issue interim invoices for its services at any time.

§ 10 Duties of the Accommodation Provider

10.1 The accommodation provider is obliged to provide the agreed services to an extent corresponding to its standard.

10.2 Special services of the accommodation provider that are required to be separately listed and are not included in the accommodation fee include, for example:

- a) Special services of the accommodation, which can be charged separately, such as the provision of lounges, sauna, indoor pool, swimming pool, solarium, garage, etc.;
- b) a reduced price is charged for the provision of additional or children's beds.

§ 11 Liability of the Accommodation Provider for Brought-in Items

11.1 The accommodation provider is liable in accordance with §§ 970 ff ABGB for items brought in by the contracting party. The liability of the accommodation provider only applies if the items have been handed over to the accommodation provider or persons authorized by the accommodation provider, or brought to a location designated or specified by them. If the accommodation provider fails to provide proof, it is liable for its own fault or the fault of its personnel as well as incoming and outgoing persons. The accommodation provider is liable pursuant to § 970 para. 1 ABGB up to the maximum amount specified in the Federal Act of 16 November 1921 on the liability of innkeepers and other entrepreneurs, as amended. If the contracting party or 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 all liability. Any potential liability of the accommodation provider is limited to the amount of the accommodation provider's liability insurance. Any fault of the contracting party or guest is to be taken into account.

11.2 For valuables, money, and securities, the accommodation provider is only liable up to the amount of currently €550. The accommodation provider is liable for damages beyond this only if it has taken these items into custody knowing their nature or if the damage was caused by itself or its personnel. The liability limitations pursuant to 11.1 and 11.2 apply accordingly.

11.3 The accommodation provider may refuse to store valuables, money, and securities if they are significantly more valuable than what guests of the respective accommodation normally deposit.

§ 12 Liability Limitations

12.1 If the contracting party is an entrepreneur, the accommodation provider's liability for slight and gross negligence is excluded. In this case, the contracting party bears the burden of proof for the existence of fault. Consequential, immaterial, or indirect damages, as well as lost profits, are not compensated. The damage to be compensated is in any case limited to the extent of the trust interest.

§ 13 Keeping of Animals

13.1 Animals may only be brought into the accommodation facility with the prior consent of the accommodation provider and possibly against a special fee.

13.2 The contracting party who brings an animal is obliged to properly secure or supervise this animal during their stay, or have it secured or supervised at their own expense by suitable third parties.

13.3 The contracting party or guest bringing an animal must have a corresponding animal liability insurance or a private liability insurance that also covers possible damages caused by the animal. Proof of the corresponding insurance must be provided upon request of the accommodation provider.

13.4 The contracting party or its insurer is jointly and severally liable to the accommodation provider for damage caused by brought-in animals. The damage also includes any compensation the accommodation provider must pay to third parties.

13.5 Animals are not allowed in lounges, common rooms, restaurants, and wellness areas.

§ 14 Extension of Accommodation

14.1 The contracting party has no claim to an extension of their stay. If the contracting party announces a desire to extend the stay in time, the accommodation provider may agree to extend the accommodation contract. The accommodation provider has no obligation to do so.

14.2 If the contracting party cannot leave the accommodation on the day of departure due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, flooding, etc.) that block or make all departure options unusable, the accommodation contract is automatically extended for the duration of the impossibility to depart. A reduction of the fee for this period is only possible if the contracting party cannot fully use the services offered by the accommodation due to the extraordinary weather conditions. The accommodation provider is entitled to charge at least the fee corresponding to the usual low-season rate.

§ 15 Termination of the Accommodation Contract – Early Termination

15.1 If the accommodation contract was concluded for a fixed period, it ends with the expiry of the period.

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

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

15.4 The accommodation provider is entitled to terminate the accommodation contract with immediate effect for an important reason, in particular if the contracting party or guest:

a) makes significantly disadvantageous use of the premises or, through reckless, offensive, or otherwise grossly inappropriate behavior, impairs cohabitation for other guests, the owner, their personnel, or third parties living in the accommodation facility, or commits an act punishable by law against property, morality, or physical safety;

- b) is affected by a contagious disease or a disease that persists beyond the accommodation period, or otherwise requires care;
- c) does not pay the presented invoices upon maturity within a reasonably lawful period (3 days).

15.5 If performance of the contract is rendered impossible by an event considered force majeure (e.g., natural events, strike, lockout, official orders, etc.), the accommodation provider may terminate the accommodation contract at any time without notice, provided the contract is not already deemed terminated by law, or the accommodation provider is released from its duty. Any claims for damages by the contracting party are excluded.

§ 16 Illness or Death of the Guest

16.1 If a guest becomes ill during their stay at the accommodation, the accommodation provider will, at the guest's request, ensure medical care. If there is imminent danger, the accommodation provider will arrange medical care even without the guest's special request, particularly if necessary and the guest is unable to do so themselves.

16.2 As long as the guest is unable to make decisions or the guest's relatives cannot be contacted, the accommodation provider will ensure medical treatment at the guest's expense. The scope of these care measures ends when the guest can make decisions or the relatives have been notified of the illness.

16.3 The accommodation provider has, in particular, claims for compensation against the contracting party and the guest, or in case of death, against their legal successors, for the following costs:

- a) outstanding medical costs, costs of medical transport, medication, and medical aids;
- b) necessary room disinfection;
- c) unusable laundry, bed linen, and bedding, otherwise for disinfection or thorough cleaning of all these items;
- d) restoration of walls, furnishings, carpets, etc., insofar as they were soiled or damaged in connection with the illness or death;
- e) room rent, insofar as the room was used by the guest, plus any days of unavailability due to disinfection, clearance, etc.;
- f) any other damages incurred by the accommodation provider.

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

17.1 Place of performance is the location of the accommodation facility.

17.2 This contract is subject to Austrian formal and substantive law, excluding the rules of private international law (in particular IPRG and EU regulations) and UN Sales Law.

17.3 The exclusive jurisdiction in bilateral business with entrepreneurs is the registered office of the accommodation provider, whereby the accommodation provider is also entitled to assert its rights at any other locally and materially competent court.

17.4 If the accommodation contract was concluded with a contracting party who is a consumer and has their residence or habitual abode in Austria, lawsuits against the consumer can only be filed at the residence, habitual abode, or place of employment of the consumer.

17.5 If the accommodation contract was concluded with a contracting party who is a consumer and has their residence in a member state of the European Union (excluding Austria), Iceland, Norway, or Switzerland, the court having local and material jurisdiction over the consumer's residence is exclusively competent.

§ 18 Miscellaneous

18.1 Unless the above provisions provide otherwise, the start of a period begins with the delivery of the document imposing the period to the contracting parties, who must comply with the period. When calculating a period determined in days, the day on which the time or event occurs after which the start of the period is to be counted is not included. Periods determined in weeks or months refer to the day of the week or month corresponding to the named or numbered day from which the period is to be counted. If this day does not exist in the month, the last day of that month is decisive.

18.2 Declarations must have reached the other contracting party on the last day of the period (24:00).

18.3 The accommodation provider is entitled to offset its own claims against claims of the contracting party. The contracting party is not entitled to offset their own claims against claims of the accommodation provider unless the accommodation provider is insolvent, or the contracting party's claim has been judicially established or recognized by the accommodation provider.

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