

GENERAL TERMS AND CONDITIONS

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Table of contents:

Section 1 Scope of application	2
Section 2 Definitions	2
Section 3 Conclusion of contract – down payment.....	3
Section 4 Start and end of accommodation.....	3
Section 5 Withdrawal from the Accommodation Agreement – cancellation fee.....	4
Section 6 Provision of alternative accommodation	5
Section 7 Rights of the Contractual Partner	5
Section 8 Obligations of the Contractual Partner	6
Section 9 Rights of the Proprietor	6
Section 10 Obligations of the Proprietor	7
Section 11 Liability of the Proprietor for damage to items of Guest.....	7
Section 12 Limitations of liability.....	8
Section 13 Animals	8
Section 14 Extension of the accommodation.....	9
Section 15 Termination of the Accommodation Agreement – early cancellation	9
Section 16 Illness or death of a Guest in the Accommodation Agreement	10
Section 17 Place of performance, jurisdiction and applicable law	11
Section 18 Miscellaneous.....	11

Section 1 Scope of application

- 1.1 These General Terms and Conditions for the Hotel Industry ("AGBH") shall replace the previous ÖHVB (Austrian Hotel Contract Conditions) as amended on 23 September 1981.
- 1.2 The AGBH 2006 shall not exclude special agreements, and are subsidiary to agreements made on an individual basis.

Section 2 Definitions

2.1 Definitions:

- "Proprietor": a natural or legal person that accommodates guests against remuneration.
- "Guest": a natural person that uses accommodation. The Guest is usually also the Contractual Partner. Everyone who arrives with the Contractual Partner is considered a "Guest" (e.g. friends, family members etc.).
- "Contractual Partner": a domestic or foreign natural or legal person that enters into an Accommodation Agreement as a Guest or for a Guest.
- "Consumer" and "Entrepreneur": these terms shall be understood as defined by the 1979 Consumer Protection Act, as amended.
- "Accommodation Agreement": the agreement concluded between the Proprietor and the Contractual Partner, the contents of which are specified below.

Section 3 Conclusion of contract – down payment

- 3.1 The Accommodation Agreement shall be deemed entered into upon acceptance of the Contractual Partner's order by the Proprietor. Electronic declarations shall be deemed received if, under normal circumstances, they can be read by the party to which they are addressed, and are received during the published business hours of the Proprietor.
- 3.2 The Proprietor shall be entitled to enter into the Accommodation Agreement under the condition that the Contractual Partner makes a down payment. In such event, the Proprietor is obliged to inform the Contractual Partner of the required down payment before accepting the written or oral order of the Contractual Partner. If the Contractual Partner agrees to the down payment (in writing or orally), the Accommodation Agreement shall be deemed entered into upon receipt of the Contractual Partner's declaration of consent to the down payment specified by the Proprietor.
- 3.3 The Contractual Partner is obligated to make the down payment no later than 7 days (date of receipt) before arriving at the accommodation. The costs for the financial transaction (e.g. remittance fee) shall be paid by the Contractual Partner. Credit and debit cards payments are subject to the terms and conditions of the issuing company.
- 3.4 The down payment shall be deemed an instalment of the agreed price.

Section 4 Start and end of accommodation

- 4.1 Unless otherwise arranged by the Proprietor, the Contractual Partner shall be entitled to move into the rented rooms from 4.00 p.m. on the agreed date ("date of arrival").
- 4.2 If a room is occupied for the first time before 6.00 a.m., the preceding night shall be deemed the first night of accommodation.
- 4.3 The rented rooms shall be vacated by the Contractual Partner by 12:00 noon on the date of departure. The Proprietor shall be entitled to charge another day of accommodation if the rented rooms are not vacated on time.

Section 5 Withdrawal from the Accommodation Agreement – cancellation fee

Withdrawal by the Proprietor

- 5.1 If the Accommodation Agreement provides for a down payment and such down payment has not been made on time by the Contractual Partner, the Proprietor may withdraw from the Accommodation Agreement without prior notice.
- 5.2 If the Guest fails to arrive by 6:00 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to accommodate them unless a later time of arrival has been agreed upon.
- 5.3 If the Contractual Partner has made a down payment (see 3.3), the rooms shall remain reserved until 12:00 noon on the day following the date of arrival. If a down payment for a period of more than four days has been made, the obligation to accommodate the Guest ends at 6:00 p.m. on the fourth day, with the date of arrival being the first day, unless the Guest informs the Proprietor of a later date of arrival.
- 5.4 Unless otherwise agreed upon, the Proprietor may rescind the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration at the latest 3 months before the agreed date of arrival of the Contractual Partner/Guest.

Withdrawal by the Contractual Partner – cancellation fee

- 5.5 The Contractual Partner may withdraw from the Accommodation Agreement by means of a unilateral declaration at the latest 3 months before the agreed date of arrival of the Guest without being liable to pay a cancellation fee.
- 5.6 Outside the period specified in Section 5.5., the Contractual Partner may only withdraw from the Accommodation Agreement by means of a unilateral declaration subject to the following cancellation fees:
- 40% of the total agreed price up to 1 month before the date of arrival;
 - 70% of the total agreed price up to 1 week before the date of arrival;
 - 90% of the total agreed price within the last week preceding the date of arrival.
 - One day before the date of arrival, on the date of arrival itself and with "no shows", 100% of the total agreed price.

3 months or more	3 months to 1 month	1 month to 1 week	In the last week	1 day before arrival and on the date of arrival
no cancellation fee	40%	70%	90%	100%

Prevention from arrival

- 5.7 If the Contractual Partner/Guest is prevented from arriving at the accommodation on the date of arrival due to unforeseeable extraordinary events (e.g. extreme snowfall, flood etc.), the Contractual Partner shall not be obliged to pay the agreed remuneration for the date of arrival.
- 5.8 The obligation to pay the remuneration for the booked stay shall revive as soon as arrival becomes possible again, provided that it becomes possible within three days.

Section 6 Provision of alternative accommodation

- 6.1 The Proprietor may provide the Contractual Partner or Guest(s) with adequate alternative accommodation (of the same quality) provided that this is reasonable for the Contractual Partner, particularly if the difference is insignificant and objectively justified.
- 6.2 An objective justification shall, for example, be deemed given if the room(s) has (have) become unusable, guests that have already been accommodated prolong their stay, the establishment is overbooked or this becomes necessary due to other important operational activities.
- 6.3 Any extra expenses arising from such alternate accommodation shall be paid by the Proprietor.

Section 7 Rights of the Contractual Partner

- 7.1 By entering into an Accommodation Agreement, the Contractual Partner shall acquire the right to make normal use of the rented rooms, the facilities of the accommodation establishment that are usually accessible to the guests for use without any special conditions, and of the usual service. The Contractual Partner/Guest shall exercise their rights in accordance with any applicable hotel and/or guest regulations (rules of the house).

Section 8 Obligations of the Contractual Partner

- 8.1 The Contractual Partner shall be obliged to pay the agreed remuneration plus any extra amounts that have arisen from the use of special services by the Contractual Partner and/or accompanying guests plus any applicable VAT by the date of departure at the latest.
- 8.2 The Proprietor is not obliged to accept foreign currencies. If the Proprietor accepts foreign currencies, they shall where possible be accepted at the current rate. If the Proprietor accepts foreign currencies or cashless means of payment, the Contractual Partner shall pay any associated costs, e.g. for inquiries with credit card companies etc.
- 8.3 The Contractual Partner shall be liable to the Proprietor for any damage caused by themselves, the Guest(s) or any other persons that receive services of the Proprietor with the knowledge or in accordance with the intention of the Contractual Partner.

Section 9 Rights of the Proprietor

- 9.1 If the Party refuses to pay or is in arrears with the agreed remuneration, the Proprietor shall be entitled to make use of the legal right of retention in accordance with Section 970c ABGB (Austrian Civil Code) and the legal right of lien in accordance with Section 1101 ABGB with respect to property of the Contractual Partner or Guest. Furthermore, the Proprietor shall be entitled to make use of this right of retention or lien in order to secure their claims under the Accommodation Agreement, particularly for catering, other expenses incurred by the Contractual Partner and for any of damage claims.
- 9.2 If services are requested in the room of the Contractual Partner or during unusual times of the day (after 8:00 p.m. and before 6:00 a.m.), the Proprietor shall be entitled to charge an additional fee. Any extra fees shall be indicated in advance on the price board. The Proprietor may also refuse to offer such services for operational reasons.
- 9.3 The Proprietor shall be entitled to issue invoices or interim invoices for its services at any time.

Section 10 Obligations of the Proprietor

- 10.1 The Proprietor is obliged to provide the agreed services to an extent that complies with its standards.
- 10.2 Extra services of the Proprietor that must be indicated accordingly since they are not included in the accommodation remuneration include:
- a) Extra accommodation services that may be invoiced separately, such as the provision of lounges, sauna, indoor and/or outdoor swimming pool, solarium, garages etc.
 - b) A reduced price shall be charged for the provision of additional beds or cribs.

Section 11 Liability of the Proprietor for damage to items of Guest

- 11.1 The Proprietor shall be liable for property of the Contractual Partner/Guest in accordance with Section 970 ss ABGB. The Proprietor shall only be liable if the items were handed over to the Proprietor or persons authorised by the Proprietor, or they were deposited in a place assigned by such or intended for such a purpose. Unless the Proprietor provides evidence otherwise, the Proprietor shall be liable for its own fault or the fault of its vicarious agents and visitors. In accordance with Section 970 (1) ABGB, the Proprietor shall only be liable up to the amount specified in the Austrian law regarding the liability of landlords and other entrepreneurs of 16 November 1921, as amended. If the Contractual Partner or Guest fails to immediately comply with the Proprietor's request to deposit their items in a special location, the Proprietor shall be released from any liability. The amount of any liability of the Proprietor shall be limited to a maximum of the sum insured under the third-party liability insurance of the Proprietor. Any fault of the Contractual Partner or Guest shall be taken into account.
- 11.2 The Proprietor may not be held liable for slight negligence. If the Contractual Partner is an Entrepreneur, the Proprietor may also not be held liable for gross negligence. In such event, the burden of proof to show the fault lies with the Contractual Partner. No consequential, indirect damage or loss of profit shall be reimbursed.
- 11.3 The Proprietor shall only be liable for valuables, money and securities up to an amount of currently €550. The Proprietor shall only be liable for any damages above this amount if they accepted such items for deposition knowing their value or in the event the damage was caused by the Proprietor themselves or their vicarious agents. The limitation of liability in accordance with Sections 12.1 and 12.2 shall apply accordingly.

- 11.4 The Proprietor may refuse to deposit valuables, money and securities if the items are significantly more valuable than those usually handed over for deposition by the guests of the accommodating establishment.
- 11.5 In each event of deposition, liability shall be excluded if the Contractual Partner and/or Guest fail to immediately notify the Proprietor of damage that has occurred. Furthermore, such claims shall be asserted in court within three years from their knowledge or possible knowledge to the Contractual Partner and/or Guest; otherwise the right shall expire.

Section 12 Limitations of liability

- 12.1 If the Contractual Partner is a Consumer, the Proprietor may not be held liable for slight negligence except for bodily injury.
- 12.2 If the Party is an Entrepreneur, the Proprietor may not be held liable for slight or gross negligence. In such event, the burden of proof to show the fault lies with the Contractual Partner. No consequential, non-material or indirect damage, or loss of profit shall be reimbursed. The damage to be reimbursed shall in any case be limited to the amount of the damage incurred because the Contractual Partner has relied on the validity of the agreement

Section 13 Animals

- 13.1 Animals may only be brought to the accommodating establishment with the prior consent of the Proprietor and upon payment of an additional fee.
- 13.2 The Contractual Partner/Guest bringing the animal(s) shall be obliged to properly keep and/or supervise such animal(s) during their stay or to have it/them kept and/or supervised by a qualified third party at their own expense.
- 13.3 The Contractual Partner and/or Guest bringing the animal(s) shall have appropriate animal liability insurance and/or personal liability insurance that covers any potential damage caused by the animal(s). Evidence of such insurance shall be provided to the Proprietor upon request.
- 13.4 The Contractual Partner and/or their insurance company shall be jointly and severally liable to the Proprietor for any damage caused by the animal(s). Such damages expressly include any compensation to be paid by the Proprietor to third parties.
- 13.5 Animals shall not be permitted to enter the lounges, saloons, restaurants or wellness zones.

Section 14 Extension of the accommodation

- 14.1 The Contractual Partner has no entitlement of an extension of accommodation. If the Contractual Partner informs the Proprietor in a timely manner that they intend to prolong their stay, the Proprietor may consent to an extension of the Accommodation Agreement. The Proprietor is however not obliged to do so.
- 14.2 If the Contractual Partner/Guest is prevented from leaving the accommodation establishment on the date of departure due to all ways of travel being blocked or unusable by unforeseeable extraordinary events (e.g. extreme snowfall, floods etc.), the Accommodation Agreement shall be automatically renewed for the duration of the situation that prevents departure. The remuneration to be paid for this period may only be reduced if the Contractual Partner/Guest is unable to fully use the services of the accommodation establishment due to the extraordinary weather conditions. The minimum that the Proprietor shall be entitled to charge is the remuneration corresponding to the price usually charged in the low season.

Section 15 Termination of the Accommodation Agreement – early cancellation

- 15.1 If the Accommodation Agreement has been made for a definite term, it shall end upon the expiry of such term.
- 15.2 If the Contractual Partner leaves prematurely, the Proprietor shall be entitled to charge the total agreed remuneration. The Proprietor shall deduct any amount saved due to failure to use their services or received by letting the booked rooms to other guests. Such savings shall only be deemed to exist if the capacity of the accommodation establishment is fully booked upon the Guest's failure to use the booked rooms and the room can be let to other guests due to the cancellation by the Contractual Partner. The burden of proof to show that savings have been made lies with the Contractual Partner.
- 15.3 Upon the death of a Guest, the Agreement with the Proprietor shall be terminated.
- 15.4 If the Accommodation Agreement has been made for an indefinite term, the Parties may terminate the Agreement by 10:00 a.m. of the third day preceding the intended end of the Agreement.
- 15.5 The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect for important reasons, particularly if the Contractual Partner and/or the Guest
- a) makes significantly adverse use of the rooms or makes their stay intolerable for other guests, the owner, their vicarious agents or the third parties at the accommodation establishment due to rude, offensive or otherwise grossly

- improper conduct or commits a criminally punishable act against property, morality or physical safety towards these persons;
- b) suffers from a contagious disease or a disease whose duration exceeds the term of accommodation, or is otherwise in need of care;
- c) fails to settle the presented invoices when they become payable within a reasonably set period (3 days).

15.6 If the performance of the Agreement becomes impossible due to circumstances deemed to be events of force majeure (e.g. acts of God, strike, lockout, official orders etc.), the Proprietor may terminate the Accommodation Agreement at any time without giving prior notice, insofar as the Agreement is not already deemed terminated under the law or the Proprietor is released from their obligation to accommodate the Contractual Partner/Guest. Any claims for damages etc. by the Contractual Partner are excluded.

Section 16 Illness or death of a Guest in the Accommodation Agreement

- 16.1 If a Guest becomes ill during their stay at the accommodation establishment, the Proprietor shall arrange for medical care at the request of the Guest. In the event of imminent danger, the Proprietor shall arrange for medical care even without a special request by the Guest, particularly if this is necessary and the Guest is unable to do so themselves.
- 16.2 If the Guest is unable to make decisions or it is not possible to contact the family of the Guest, the Proprietor shall arrange for medical care at the expense of the Guest. However, the extent of such care shall end as soon as the Guest is able to make decisions or their family has been informed about the illness.
- 16.3 The Proprietor shall be entitled to damages from the Contractual Partner or the Guest or, in the event of their death, their successors, for the following expenses:
- a) unsettled medical costs, costs for ambulance transports, drugs and medical aids;
 - b) any necessary room disinfection;
 - c) linen, bed sheets and/or bed furnishing that have become unusable, or the disinfection and thorough cleaning of all of these items;
 - d) repair of walls, furnishings, carpets etc. if such have been contaminated and/or damaged in relation with the sickness or death;
 - e) rent for the room during the time that it was occupied by the Guest, plus any days during which the room was unusable during disinfection, clearance etc.;
 - f) any other damage suffered by the Proprietor.

Section 17 Place of performance, jurisdiction and applicable law

- 17.1 The place of performance shall be the location of the accommodation establishment.
- 17.2 These Terms and Conditions are governed by Austrian formal and material law under exclusion of the provisions of international private law (particularly IPRG and EVÜ) and the UN Sales Law.
- 17.3 If the Party is an Entrepreneur, the exclusive place of jurisdiction shall be the location of the Proprietor; however the Proprietor shall also be entitled to assert their rights before any other court that is competent for the location and matter.
- 17.4 If the Accommodation Agreement has been made with a Contractual Partner who is a Consumer and has their domicile or ordinary residence in Austria, actions against the Consumer may exclusively be filed at the domicile, ordinary residence or place of work of said Consumer.
- 17.5 If the Accommodation Agreement has been made with a Contractual Partner who is a Consumer and has their domicile in a member state of the European Union (except for Austria), Iceland, Norway or Switzerland, the court that is competent for the domicile of the Consumer in the event of actions against the Consumer in the relevant matter shall have exclusive jurisdiction.

Section 18 Miscellaneous

- 18.1 Unless otherwise specified in the above provisions, any time limits begin upon the delivery of a document, upon which the time limit is specified, to the Contractual Partner who must comply with the time limit. When calculating a time limit based on days, the day of the moment or event to which the start of the time limit refers shall not be included in the calculation. Time limits based on weeks or months shall refer to the day of the week or month that corresponds to the day starting from which the time limit is to be counted. If the relevant month lacks such day, it shall be replaced with the last day of such month.
- 18.2 Any declarations must be received by the other party by the last day of the time limit (midnight).
- 18.3 The Proprietor is entitled to offset any of its claims against claims of the Contractual Partner. The Contractual Partner shall not be entitled to offset any of their claims against claims of the Proprietor unless the Proprietor is insolvent, the Contractual Partner's claim has been established by a court of law or the claim has been acknowledged by the Proprietor.
- 18.4 If any gaps arise in relation to the Agreement, the applicable legal provisions shall apply.