

GTC

GENERAL TERMS AND CONDITIONS - VERSION DATED 15.01.2024 - VERSION OF THE APARTMENTS IRENE, MAG. MICHAEL MATEIDL

§ 1 Scope of application

1.1 These General Terms and Conditions for the Hotel Industry (hereinafter referred to as "AGBH 2006") replace the previous ÖHVB in the version dated September 23, 1981.

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

§ 2 Definitions of terms

2.1 Definition of terms:

"Accommodation provider": Is a natural or legal person who accommodates guests in return for payment.

"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 traveling with the contracting party (e.g. family members, friends, etc.).

"Party": is a natural or legal person in Austria or abroad who concludes an accommodation contract as a guest or for a guest.

"Consumer" and "Entrepreneur": The terms are to be understood in the sense of the 1979 Consumer Protection Act as amended.

"Accommodation contract": Is the contract concluded between the accommodation provider and the contracting party, the content of which is regulated in more detail below.

§ 3 Conclusion of contract – down payment

3.1 The Accommodation Agreement shall come into effect upon acceptance of the Party's order by the Proprietor. Electronic declarations shall be deemed to have been received if the party for whom they are intended can retrieve them under normal circumstances and if they are received during the published business hours of the Proprietor.

3.2 The Proprietor shall be entitled to conclude the Accommodation Agreement under the condition that the Party makes a down payment. In this case, the Proprietor shall be obliged to inform the Party of the required down payment before accepting the written or oral order of the Party. If the Party agrees to the down payment (in writing or orally), the Accommodation Agreement shall be deemed concluded upon receipt by the Proprietor of the Party's declaration of consent to the payment of the down payment.

3.3 The Party shall be obliged to pay the deposit no later than 7 days (receipt) prior to the accommodation. The costs for the money transaction (e.g. transfer charges) shall be borne by the Party. For credit and debit cards, the respective terms and conditions of the card companies shall apply.

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

§ 4 Start and end of accommodation

4.1 Unless the Proprietor offers a different time of occupancy, the Party shall be entitled to move into the rented rooms from 4 p.m. on the agreed day ("day of arrival").

4.2 If a room is occupied for the first time before 8.00 a.m., the previous night shall count as the first overnight stay.

4.3 The rented rooms shall be vacated by the Party by 11.00 a.m. on the day of departure. The Proprietor shall be entitled to charge an additional day if the rented rooms are not vacated in due time.

§ 5 Withdrawal from the Accommodation Agreement - Cancellation fee

Withdrawal by the accommodation provider

5.1 If the Accommodation Agreement provides for a down payment and the down payment has not been made by the Party in due time, the Proprietor may rescind the Accommodation Agreement without granting a grace period.

5.2 If the Guest does not show up by 6 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to provide accommodation unless a later time of arrival has been agreed.

5.3 If the contracting party has made a down payment (see 3.3), the rooms shall remain reserved until 12.00 noon on the day following the agreed day of arrival at the latest. Any deposit paid in excess of this will be deducted from the cancellation costs.

5.4 The Accommodation Agreement may be terminated by the Proprietor for objectively justified reasons by means of a unilateral declaration no later than 3 months before the agreed date of arrival of the Party, unless otherwise agreed. At the beginning and end of the season, the period shall be shortened to 14 days in the event that the accommodation establishment is not open during the booked period.

Withdrawal by the contractual partner - cancellation fee

5.5 The Accommodation Agreement may be terminated by the Party by means of a unilateral declaration by no later than 3 months before the agreed date of arrival of the Guest without payment of a cancellation fee.

5.6 Outside the period stipulated in Clause 5.5, a withdrawal by unilateral declaration by the Party shall only be possible subject to payment of the following cancellation fees:

- up to 1 month before the date of arrival: 40% of the total package price;
- from 1 month before the date of arrival: 100% of the total package price.

up to 3 months: no cancellation fee

3 months to 1 month: 40 %

from 1 month: 100 %

Obstacles to arrival:

5.7 If the Party is unable to arrive at the accommodating establishment on the day of arrival due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, flooding, etc.), the Party shall not be obliged to pay the agreed remuneration for the days of arrival.

5.8 The obligation to pay for the booked stay shall be revived from the date of arrival if arrival is possible again within three days.

Processing fee:

5.9 In points 5.2, 5.3, 5.5, 5.6, 5.7 and 5.8, you will be refunded the deposit paid or the cancellation fee already charged by the travel cancellation insurance after the expiry of the canceled vacation date less a processing fee of € 50.

§ 6 Provision of alternative accommodation

6.1 The Proprietor may provide the Party or the guests with adequate substitute accommodation (of the same quality) if this is reasonable for the Party, in particular if the deviation is minor and objectively justified.

6.2 An objective justification is given, for example, if the room(s) has (have) become unusable, guests already accommodated extend their stay, there is an overbooking or other important operational measures necessitate this step.

6.3 Any additional expenses for the replacement accommodation shall be borne by the Proprietor.

§ 7 Rights of the contractual partner

7.1 By concluding an Accommodation Agreement, the Party shall acquire the right to the customary use of the rented rooms, the facilities of the accommodating establishment that are usually accessible to the guests for use without special conditions, and to the customary service. The contracting party shall exercise its rights in accordance with any hotel and/or guest guidelines (house rules).

§ 8 Obligations of the contractual partner

8.1 The Party shall be obliged to pay the agreed remuneration plus any additional amounts incurred due to the separate use of services by the Party and/or the accompanying guests plus statutory VAT by the time of departure at the latest.

8.2 The Proprietor shall not be obliged to accept foreign currencies. If the Proprietor accepts foreign currencies, these shall be accepted in payment at the current exchange rate if possible. If the Proprietor accepts foreign currencies or cashless means of payment, the Party shall bear all related costs, such as inquiries with credit card companies, telegrams, etc.

8.3 The Party shall be liable to the Proprietor for any damage caused by the Party or the Guest or other persons who accept services of the Proprietor with the knowledge or will of the Party.

§ 9 Rights of the accommodation provider

9.1 If the Party refuses to pay the agreed remuneration or is in arrears, the Proprietor shall be entitled to the statutory right of retention pursuant to Section 970c ABGB and the statutory lien pursuant to Section 1101 ABGB on the items brought in by the Party or the Guest.

The Proprietor shall also be entitled to this right of retention or lien to secure its claim arising from the Accommodation Agreement, in particular for meals, other expenses incurred for the Party and for any claims for compensation of any kind.

9.2 If service is requested in the room of the Party or at unusual times of the day (after 8 p.m. and before 6 a.m.), the Proprietor shall be entitled to charge a special fee for such service. However, this special charge shall be indicated on the room price list. The Proprietor may also refuse these services for operational reasons.

9.3 The Proprietor shall be entitled to invoice or interim invoice its services at any time.

§ 10 Obligations of the accommodation provider

10.1 The Proprietor shall be obliged to provide the agreed services to an extent corresponding to its standard.

10.2 The following are examples of special services of the Proprietor that are not included in the accommodation fee and are subject to a separate charge:

(a) special accommodation services that may be charged separately, such as the provision of lounges, sauna, indoor pool, swimming pool, solarium, garaging, etc;

b) a reduced price is charged for the provision of additional beds or cribs.

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

11.1 The Proprietor shall be liable pursuant to sections 970 et seq. of the Austrian Civil Code (ABGB) for the items brought in by the Party. The Proprietor shall only be liable if the items have been handed over to the Proprietor or the persons authorized by the Proprietor or have been brought to a place instructed or designated for this purpose by the Proprietor. If the Proprietor is unable to prove this, the Proprietor shall be liable for its own fault or the fault of its employees as well as the outgoing and incoming persons. Pursuant to § 970 (1) ABGB, the Proprietor shall be liable up to a maximum of the amount stipulated in the Federal Law of November 16, 1921 on the Liability of Innkeepers and Other Entrepreneurs, as amended. If the contracting party or the guest does not immediately comply with the accommodation provider's request to deposit their belongings in a special storage place immediately, the Proprietor shall be released from any liability. The amount of any liability of the Proprietor shall be limited to a maximum of the liability insurance sum of the respective Proprietor. Any fault on the part of the contractual partner or guest shall be taken into account.

11.2 The Proprietor shall not be liable for slight negligence. If the Party is an entrepreneur, liability for gross negligence shall also be excluded. In this case, the Party shall bear the burden of proof for the existence of fault. Consequential damage or indirect damage as well as lost profits shall not be compensated under any circumstances.

11.3 The Proprietor shall only be liable for valuables, money and securities up to the amount of currently € 550. The Proprietor shall only be liable for any damage exceeding this amount if it has accepted these items for safekeeping with knowledge of their nature or if the damage was caused by itself or one of its employees. The limitation of liability pursuant to 12.1 and 12.2 shall apply analogous.

11.4 The Proprietor may refuse the safekeeping of valuables, money and securities if the items concerned are significantly more valuable than those usually deposited by guests of the relevant accommodating establishment.

11.5 In any case of accepted safekeeping, liability shall be excluded if the Party and/or Guest does not immediately notify the Proprietor of the damage incurred upon becoming aware thereof. Moreover, such claims shall be asserted in court within three years from the date of knowledge or possible knowledge by the Party and/or Guest; otherwise the right shall lapse.

§ 12 Limitations of liability

12.1 If the Party is a Consumer, the Proprietor's liability for slight negligence, with the exception of personal injury, shall be excluded.

12.2 If the Party is an Entrepreneur, the Proprietor's liability for slight and gross negligence shall be excluded. In this case, the Party shall bear the burden of proof for the existence of fault. Consequential damage, immaterial damage or indirect damage as well as lost profits shall not be compensated. The damage to be compensated shall in any case be limited to the amount of the legitimate interest.

§ 13 Animal husbandry

13.1 Animals may only be brought to the accommodating establishment with the prior consent of the Proprietor and, if necessary, for a special fee.

13.2 The Party bringing an animal shall be obliged to keep or supervise such animal properly during its stay or to have it kept or supervised by a suitable third party at its own expense.

13.3 The contractual partner or guest taking an animal with them must have appropriate animal liability insurance or private liability insurance that also covers possible damage caused by animals. Proof of such insurance shall be provided upon request by the Proprietor.

13.4 The Party and/or its insurer shall be jointly and severally liable to the Proprietor for any damage caused by animals brought along. In particular, the damage shall also include any compensation payable by the Proprietor to third parties.

13.5 Animals may not be brought into the entire hotel complex of Ferienhotels Sonne.

§ 14 Extension of the accommodation

14.1 The Party shall not be entitled to an extension of their stay. If the Party notifies the Proprietor of its desire to extend the stay in good time, the Proprietor may agree to the extension of the Accommodation Agreement. The Proprietor shall be under no obligation to do so.

14.2 If the Party is unable to leave the accommodating establishment on the day of departure due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, flooding, etc.), the Accommodation Agreement shall be automatically extended for the duration of the impossibility of departure. A reduction of the remuneration for this period shall only be possible if the Party is unable to use the services offered by the accommodating establishment in full due to the extraordinary weather conditions. The accommodation provider shall be entitled to demand at least the fee that corresponds to the price usually charged in the low season.

§ 15 Termination of the accommodation contract - early termination

15.1 If the Accommodation Agreement was concluded for a fixed term, it shall end upon expiry of the term.

15.2 If the Party departs prematurely, the Proprietor shall be entitled to demand the full agreed remuneration. The Proprietor shall deduct what it has saved as a result of the non-utilization of its services or what it has received by renting the booked rooms to other parties. Savings shall only be deemed to have been made if the accommodation establishment is fully booked at the time the rooms ordered by the guest are not used and the room can be rented to other guests due to the contracting party's cancellation. The contractual partner shall bear the burden of proof of the savings.

15.3 The contract with the Proprietor shall end upon the death of a guest.

15.4 If the Accommodation Agreement has been concluded for an indefinite period, the Parties may terminate the Agreement by 10.00 a.m. on the third day before the intended end of the Agreement.

15.5 The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect for good cause, in particular if the Party or the Guest

a) makes significantly detrimental use of the premises or, through his inconsiderate, offensive or otherwise grossly improper behavior, makes living together unpleasant for the other guests, the owner, the owner's staff or third parties staying in the accommodating establishment or commits an act against property, morality or physical safety towards these persons that is punishable by law;

b) is afflicted by a contagious disease or an illness that extends beyond the period of accommodation or otherwise becomes in need of care;

c) fails to pay the submitted invoices when due within a reasonably set period (3 days).

15.6 If the fulfillment of the Agreement becomes impossible due to an event to be deemed force majeure (e.g. natural disasters, strike, lockout, official orders, etc.), the Proprietor may terminate the Accommodation Agreement at any time without observing a notice period, unless the Agreement is already deemed terminated by law or the Proprietor is released from its obligation to provide accommodation. Any claims for damages etc. by the Party shall be excluded.

§ 16 Illness or death of the guest

16.1 If a Guest falls ill during their stay at the accommodating establishment, the Proprietor shall provide medical care at the Guest's request. If there is imminent danger, the Proprietor shall arrange for medical care even without a special request from the Guest, in particular if this is 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 Proprietor shall arrange for medical treatment at the Guest's expense. However, the scope of these care measures shall end at the time when the Guest is able to make decisions or the relatives have been notified of the case of illness.

16.3 The Proprietor shall be entitled to claim compensation from the Party and the Guest or, in the event of death, from their legal successors for the following costs in particular:

a) outstanding medical costs, costs for ambulance transportation, medication and medical aids

b) room disinfection that has become necessary,

c) laundry, 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 have been contaminated or damaged in connection with the illness or death,

e) room rent, insofar as the room was used by the guest, plus any days on which the rooms were unusable due to disinfection, evacuation, etc,

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 performance shall be the place where the accommodation establishment is located.

17.2 This Agreement shall be governed by Austrian formal and substantive law to the exclusion of the rules of private international law (in particular IPRG and EVÜ) and the UN Convention on Contracts for the International Sale of Goods.

17.3 The exclusive place of jurisdiction for bilateral business transactions shall be the domicile of the Proprietor, whereby the Proprietor shall also be entitled to assert its rights before any other court with local and subject-matter jurisdiction.

17.4 If the Accommodation Agreement was concluded with a Party that is a Consumer and has its place of residence or habitual abode in Austria, legal action may only be brought against the Consumer at the Consumer's place of residence, habitual abode or place of employment.

17.5 If the accommodation contract was concluded with a contractual partner who is a consumer and whose place of residence is in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the court with local and subject-matter jurisdiction for the consumer's place of residence shall have exclusive jurisdiction for actions against the consumer.

§ 18 Miscellaneous

18.1 Unless the above provisions provide otherwise, a time limit shall commence upon delivery of the document setting the time limit to the contracting parties, who must observe the time limit. When calculating a time limit which is determined by days, the day in which the time or event falls on which the start of the time limit is to be based shall not be included.

Time limits determined by weeks or months refer to the day of the week or month whose name or number corresponds to the day from which the time limit is to be counted. If this day is missing in the month, the last day of this month shall be decisive.

18.2 Declarations must be received by the other Party on the last day of the deadline (midnight).

18.3 The Proprietor shall be entitled to set off its own claims against claims of the Party. The Party shall not be entitled to set off its own claims against claims of the Proprietor unless the Proprietor is insolvent or the Party's claim has been established by a court or recognized by the Proprietor.

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