



**General Contract Terms**

**Based upon the "Recommended General Lodging Contract Terms Of Austria"**

**§ 1 General Terms**

The General Contract Terms provide the basic terms of contract, by which we usually conclude lodging contracts with our guests.

**§ 2 Parties to the Contract**

(1) This contract is concluded between SPIESS Hotelbetrieb GmbH (Address: Hainburger Str. 19, 1030 Wien) - from here on referred to as "hotelier" - and the respective orderer - from here on referred to as "guest". In case of doubt, the agent (orderer) is regarded as party to the lodging contract of the hotelier, even if he ordered for or with other persons mentioned by name.

(2) Persons who lay claim to an accommodation are guests in the meaning of the contract terms.

**§ 3 Conclusion of the contract, deposit**

(1) The lodging contract usually becomes effective through acceptance of the written or verbal order of the guest by the hotelier.

(2) It can be agreed that the guest has to pay a deposit.

**§ 4 Beginning and end of lodging**

(1) The guest has the right to occupy the rented rooms at 2 p.m. on the agreed day.

(2) The hotelier has the right to withdraw from the contract in the case, that the guest does not show till 6 p.m. on the agreed day of arrival, unless a later arrival time was agreed upon.

(3) In the case that the guest has paid a deposit, the room(s) remain(s) reserved till 12 a.m. of the following day at the latest.

(4) If a room is taken before 6 a.m. for the first time, the previous night counts as the first overnight stay.

(5) The guest has to leave the rented rooms on the day of departure at 12am at the latest.

**§ 5 Withdrawal from the lodging contract**

(1) Up to 2 days before the stipulated date of arrival of the guest, the lodging contract can be cancelled by the guest by means of a unilateral declaration of cancellation without payment of a cancellation fee. The declaration of cancellation has to be received by the contracting party up to 2 days before the stipulated day of arrival of the guest.

(2) Up to the stipulated day of arrival of the guest, the lodging contract can be cancelled by the guest by means of a unilateral declaration of cancellation. In this case the guest must pay a cancellation fee amounting to the equivalent of the room price for one day. The declaration of cancellation has to be received by the hotelier up to the stipulated day of arrival of the guest.

(3) Up to 30 days before the stipulated date of arrival of the guest, the lodging contract can be cancelled by the hotelier by means of a unilateral declaration of cancellation without any payment. The declaration of cancellation has to be received by the guest up to 30 days before the stipulated day of arrival of the guest.

(4) The hotelier has the right to withdraw from the contract in the case, that the guest does not show till 6 p.m. on the agreed day of arrival, unless a later arrival time was agreed upon.

(5) In case the guest has paid a deposit, the room(s) remain(s) reserved till 12 a.m. of the following day at the latest.

(6) It is the hotelier's affair to take the appropriate steps to ensure that the rooms left empty by the cancellation are rented to other guests.

(§ 1107 ABGB (Austrian Civil Code))

#### **§ 6 Placement in equivalent hotels**

(1) The hotelier can offer the guest an adequate placement in an equivalent hotel or an equivalent place, if this is reasonable to the guest, especially if the deviation is insignificant and justified.

(2) A factual justification is e.g., when a room has (the rooms have) become unlivable, guests who already moved in prolong their stay or other important measures of the establishment cause this step.

(3) Possible extra costs for the equivalent hotel are at the expense of the hotelier.

#### **§ 7 Rights of the guest**

(1) With the conclusion of the lodging contract, the guest acquires the right to use the rented rooms and furniture of the lodging establishment in a normal way that are usually accessible to use by the guests without special conditions, and the right to the usual service.

(2) The guest has the right to move into the rented rooms on the agreed day from 2 p.m. on.

(3) The guest has no claim for compensation, when the hotelier offers service accordingly, and the guest does not take the meals agreed upon within the usual time of day and in the rooms meant for taking them, especially the breakfast.

#### **§ 8 Obligations of the guest**

(1) With cancellation of the lodging contract, the remuneration agreed upon has to be paid. Foreign currencies will be taken by the hotelier in part exchange, usually at the current rate plus the bank charges and appropriate expenditure replacement. The hotelier is not obliged to accept cashless means of payment e.g. checks, credit cards (except VISA, DinersClub, MasterCard/EuroCard, American Express), vouchers, etc. All costs necessary with the acceptance of these securities, e.g. for telegrams, inquiries, etc. are at the expense of the guest.

(2) In case food or drinks are available at the lodging establishment, but are taken there and are consumed in public rooms, the hotelier has the right to claim a reasonable compensation (a so-called "cork-money" for drinks).

(3) Before putting electronic devices into operation, that are brought by the guests and do not belong to the usual travel needs, the agreement of the hotelier has to be obtained.

(4) For damages caused by the guest, the provisions of the damage law have to be applied. Therefore, the guest is liable for each damage and disadvantage that he causes through his own fault or the fault of his companion or other persons he is responsible for, to the hotelier or third persons, also in a case, when the person who suffered damage has the right to lay claim directly on the hotelier for damage compensation.

#### **§ 9 Rights of the hotelier**

(1) If the guest refuses payment of the amount agreed upon or if he is in arrears, the owner of the lodging establishment has the right to retain the belongings of the guest to secure charges for accommodation and catering as well as his expenses for the guest.

(§ 970c ABGB (Austrian Civil Code) - legal right of retention)

(2) The hotelier has a lien on the belongings the guest brought with him to secure the remuneration agreed upon.

(§ 1101 ABGB (Austrian Civil Code) legal lien of the hotelier)

(3) If room service is requested or service at exceptional time of day, the hotelier has the right, to claim a special remuneration; this special remuneration has, however, to be stated on the room price board. He can also refuse this service for operational reasons.

#### **§ 10 Obligations of the hotelier**

(1) The hotelier is obliged to provide the service agreed upon to an extent according to standard.

(2) Special service of the hotelier that are subject to price labeling, are not included in the lodging remuneration:

a) Special service of accommodation, that can be charged separately, e.g. provision of drawing-rooms, sauna and indoor swimming pools, outdoor pools, solarium, pools on special floors, garage, etc.

b) For the provision of additional- or children's beds a reduced price is charged.

(3) The prices labeled have to be inclusive-prices.

(4) Costs for additional Services and goods are excluded, except for when stated otherwise or agreed upon otherwise.

#### **§ 11 Liability of the hotelier for damages**

(1) The hotelier is liable for damages that a guest suffers, when the damage happened within the establishment and the hotelier or his staff caused the damage.

(2) Liability for assets brought in. Beyond that, the hotelier as depositary is liable for the belongings of the guests he accommodates up to a maximum amount of Euro 1.100,-, unless he proves that the damage was neither caused by him or one of his staff members, nor by foreigners entering and leaving the house. Under the circumstances the hotelier is liable for valuables, money and securities up to a maximum amount of Euro 550,-; Unless he took on these belongings in the knowledge of their nature to hold them in trust or that the damage was caused by himself or one of his staff members, and he, therefore, is liable unrestrictedly. A refusal of liability by means of placards has no legal effect. The safe-keeping of valuables, money and securities can be refused, when they are much more valuable than those belongings, the guests of this establishment usually deposit. Agreements, by which the liability is reduced below the extent stated in the paragraphs above, are ineffective. Belongings are then regarded as brought in, when they are taken on by a person employed by the lodging establishment or are brought to a location destined and assigned for this purpose by this person (Especially §§ 970 ff. ABGB (Austrian Civil Code)).

#### **§ 12 Pet keeping**

(1) Pets may only be taken along to the lodging establishment upon previous permission and, sometimes, against a special remuneration. Pets may not stay in the drawing-rooms, public and restaurant rooms.

(2) The guest is liable for the damage, that the pets he brought with him cause, according to the legal provisions effective for the pet keeper.

(§ 1320 ABGB (Austrian Civil Code))

#### **§ 13 Prolongation of the accommodation**

(1) For a prolongation of the guest's stay the agreement of the hotelier is necessary.

#### **§ 14 Termination of the accommodation**

(1) In case the lodging contract was concluded for a definite period, it ends with the laps of time. If the guest leaves the hotel prematurely, the hotelier has the right to claim the full remuneration agreed upon. It is the hotelier's affair to take the appropriate steps to ensure that the rooms left empty by the cancellation are rented to other guests. As for the rest, the provision in § 5 (5) has to be applied analogically (deduction percentage).

(2) The contract with the hotelier ends with the death of a guest.

(3) In case the lodging contract was concluded for an indefinite period, the parties to the contract can cancel the contract observing a term of notice of three days at any time. The notice has to reach the party to the contract not

later than 10 a.m., otherwise that day does not count as the first day of term of notice, but the following day.

(4) If the guest does not leave his room till 12 a.m., the hotelier has the right to charge the room price for another day.

(5) The hotelier has the right to cancel the lodging contract as of now, in case the guest

a) does use the rooms in a considerably disadvantageous way or spoils the stay of the other guests by his ruthless, indecent or even impertinent behavior, or falls guilty of a punishable action against property, morality or physical security against the hotelier or his staff or a guest living in the lodging establishment;

b) becomes infested by an infectious or the duration of the stay exceeding disease or in need of care;

c) does not pay the bill submitted to him upon request within a reasonably fixed period of time.

(6) If the fulfillment of the contract becomes impossible by an event regarded as unforeseeable (force majeure), the contract is cancelled. The hotelier is, nevertheless, obligated to return the remuneration already received proportionately, that he does not make any profit of the event.

(§ 1447 ABGB (Austrian Civil Code))

#### **§ 15 Illness or death of a guest in the lodging establishment**

(1) If a guest gets ill during his stay in the lodging establishment, the hotelier is obligated to take all measures necessary to make sure medical care is provided, if this is necessary and the guest is in no position to do that on his own. The hotelier has the following refund of expenses claim against the guest or in case of death against his legal successor:

a) Possible refund of medical costs not yet paid by the guest;

b) For the necessary disinfection of the room, if this is ordered by the medical officer;

c) Possible compensation for the laundry, bed linen and bed furniture that has become useless against delivery to the hand of the legal successor or for the disinfection or thorough cleaning of all these items from the legal successor;

d) For the restoration of walls, furniture, carpets, etc., as far as they became soiled or damaged in connection with the illness or death;

e) For the room rent, as far as it remains unpaid in connection with the illness or death due to the unavailability of the rooms for a period of time (at the minimum three, at the maximum seven days).

#### **§ 16 Consent to receive promotional Mailings**

By submitting the address and/or email address to the hotelier before or during the stay at the hotel, the guest agrees to receive periodic promotional mailings (max. about 1 per month). The Hotelier shall not provide the address information to third parties, except for the purpose of message processing and delivery.

The Guest may request to be removed from the mailing lists at any time.

#### **§ 17 Place of fulfillment or competence of the court**

(1) Place of fulfillment is the location, where the lodging establishment is situated.

(2) For all disputes arising from the lodging contract, the factual and local competent court for the lodging establishment is agreed upon.

#### **§ 18 Invalid clauses**

The inoperativeness of one or several provisions of said General Terms does not affect the validity of the remaining provisions. In such case a provision is applicable which meets best the legal and economic aim of the inoperative provision. This does not apply in case complying with the terms of the Contract would constitute unreasonable hardship for one or both of the Parties.