



**General contractual conditions
based on the Austrian Hotel Contract Conditions (ÖHVB)**

§ 1 General

These general terms and conditions of contract represent the contractual content under which accommodation contracts are concluded with our guests.

§ 2 Contractual partner

(1) In case of doubt, the contracting party of SPIESS Hotelbetrieb GmbH (location: Hainburger Str. 19, 1030 Vienna), hereinafter referred to as "Proprietor", shall be the Customer, even if the Customer has ordered or co-ordered for other named persons.
(2) Persons using the accommodation are guests in the sense of the contractual conditions.

§ 3 Conclusion of contract, down payment

(1) The accommodation contract is usually concluded by the acceptance of the guest's written or oral order by the accommodation provider.
(2) It can be agreed that the guest pays a deposit.

§ 4 Start and end of accommodation

(1) Accommodation begins on the day agreed in advance in writing and ends on the day agreed in advance in writing.
(2) The guest has the right to move into the rented rooms from 2 pm on the agreed day.
(3) The accommodation provider has the right to withdraw from the contract in the event that the guest does not appear by 6 p.m. on the agreed day of arrival, unless a later time of arrival has been agreed.
(4) If the guest has paid a deposit, on the other hand, the room(s) shall remain reserved until 12 noon of the following day at the latest.
(5) If a room is used for the first time before 11 a.m., the previous night counts as the first overnight stay.
(6) The rented rooms are to be vacated by the guest by 11 a.m. on the day of departure.

§ 5 Withdrawal from the accommodation contract

(1) Up to 2 days before the agreed day of arrival of the guest at the latest, the accommodation contract can be cancelled by the guest by unilateral declaration without payment of a cancellation fee. The cancellation declaration must be in the hands of the contracting party no later than 2 days before the agreed day of arrival of the guest.
(2) The accommodation contract may be terminated by the guest by unilateral declaration no later than the day before the agreed day of arrival of the guest. In this case of cancellation by the guest, the guest shall pay a cancellation fee in the amount of the agreed room rate for one day. The cancellation declaration must be in the hands of the contracting party no later than the day before the agreed day of arrival of the guest.
(3) Up to 30 days before the agreed day of arrival of the guest at the latest, the accommodation contract can be cancelled by the accommodation provider by unilateral

declaration without payment. The cancellation declaration must be in the hands of the guest no later than 30 days before the agreed day of arrival of the guest.

(4) The accommodation provider has the right to withdraw from the contract in the event that the guest does not appear by 6 p.m. on the agreed day of arrival, unless a later time of arrival has been agreed.

(5) If the guest has paid a deposit, on the other hand, the room(s) shall remain reserved until 12 noon of the following day at the latest.

(6) It shall be incumbent upon the Proprietor to endeavor to rent the unused rooms to another party in accordance with the circumstances (§ 1107 ABGB).

(7) Other cancellation, payment and/or booking conditions that are explicitly agreed/confirmed at the time of booking take precedence over the general conditions listed in §5 lines 1 to 6.

§ 6 Provision of substitute accommodation

(1) The accommodation provider may provide the guest with adequate substitute accommodation if this is reasonable for the guest, especially because the deviation is minor and objectively justified.

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

(3) Any additional expenses for the substitute accommodation shall be borne by the Proprietor.

§ 7 Rights of the guest

(1) By concluding an accommodation contract, the guest acquires the right to the usual use of the rented rooms, the facilities of the accommodation establishment, which are usually and without special conditions accessible to the guests for use, and to the usual service.

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

(3) The guest shall not be entitled to compensation if the accommodation provider is ready to perform and the guest does not take the agreed meals within the usual times of the day and in the rooms designated for this purpose. This applies in particular to breakfast.

§ 8 Duties of the guest

(1) Upon termination of the Accommodation Agreement, the agreed fee shall be paid. The Proprietor is not obliged to accept cash in currencies other than Euro, as well as non-cash means of payment such as checks, ATM cards, credit cards (except VISA, American Express, DinersClub, MasterCard/Eurocard), vouchers, etc.. All costs necessary for the acceptance of these securities, such as for telegrams, inquiries, etc., shall be borne by the guest.

(2) If food or beverages are available at the accommodation facility but are brought there and consumed in public areas, the accommodation provider shall be entitled to charge reasonable compensation (so-called "stubble money" for beverages).

(3) Before using electrical devices brought by the guests and which do not belong to the usual travel needs, the consent of the accommodation provider must be obtained.

(4) For the damage caused by the guest, the provisions of the law on damages shall apply. Therefore, the guest shall be liable for any damage and disadvantage suffered by the accommodation provider or third persons due to his fault or due to the fault of his companions or other persons for whom he is responsible, even if the injured party is entitled to claim directly from the accommodation provider for compensation.

§ 9 Rights of the accommodation provider

(1) If the guest refuses to pay the agreed fee or is in arrears with it, the owner of the accommodation facility has the right to retain the items brought in to secure his claim from the accommodation and catering as well as his expenses for the guest.

(§ 970 c ABGB statutory right of retention.)

(2) The Proprietor shall have the right of lien on the items brought in by the Guest to secure the agreed remuneration.

(§ 1101 ABGB statutory lien of the accommodation provider.)

(3) If service is requested in the guest's room or at unusual times of the day, the Proprietor shall be entitled to charge a special fee for such service; however, such special fee shall be marked on the room rate board. He may also refuse these services for operational reasons.

§ 10 Duties of the accommodation provider

(1) The accommodation provider is obliged to provide the agreed services to an extent that corresponds to the standard.

(2) Special services provided by the accommodation provider that are not included in the accommodation fee:

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

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

(3) The awarded prices shall be inclusive prices.

(4) Charges for additional service and goods are not included in the accommodation fee, unless explicitly stated otherwise or otherwise agreed in writing.

§ 11 Liability of the accommodation provider for damages

(1) The accommodation provider shall be liable for damage suffered by a guest if the damage occurred within the scope of the establishment and the accommodation provider or its employees are at fault.

(2) Liability for items brought in. In addition, the accommodation provider shall be liable as the custodian for the items brought in by the accommodated guests up to a maximum amount of € 1,100,--, unless he proves that the damage was neither caused by him or one of his employees nor by third parties leaving and entering the house. Under these circumstances, the Proprietor shall be liable for valuables, money and securities up to a maximum amount of € 550,--, unless he has taken these items into custody with knowledge of their condition or the damage was caused by himself or his employees and he is therefore liable without limitation. A refusal of liability by notice shall have no legal effect. The safekeeping of valuables, money and securities may be refused if the items in question are considerably more valuable than guests of the establishment concerned usually leave in safekeeping. Agreements aimed at reducing liability below the level specified in the above paragraphs are invalid. Items shall be deemed to have been brought in if they are taken over by a person in the service of the accommodating establishment or brought to a place assigned by the latter and designated for this purpose.

(In particular, §§ 970 ff. ABGB.)

§ 12 Pets

(1) The entry with and for animals is generally not allowed. In any case, however, animals may be brought into the accommodation establishment only with the prior consent of the accommodation provider and, if necessary, for a special fee. Animals are not allowed in the lobby, reception, sauna, breakfast room and fitness room.

(2) The guest shall be liable for any damage caused by animals brought along in accordance with the statutory provisions applicable to the animal owner (§ 1320 ABGB).

§ 13 Extension of accommodation

(1) Extension of the stay by the guest requires the consent of the accommodation provider.

§ 14 Termination of accommodation

(1) If the accommodation contract was agreed upon for a certain period of time, it ends with the expiration of time. If the guest departs prematurely, the accommodation provider shall be entitled to demand the full agreed remuneration. However, it shall be incumbent upon the Proprietor to endeavor to rent the rooms not used to another party in accordance with the circumstances. In all other respects, the provision in § 5 (5) shall apply mutatis mutandis (deduction percentages).

(2) The death of a guest terminates the contract with the accommodation provider.

(3) If the accommodation contract was concluded for an indefinite period of time, the contracting parties may terminate the contract at any time by unilateral notice of termination subject to a notice period of three days. The notice of termination must reach the contracting party before 10 a.m., otherwise this day shall not be considered the first day of the notice period, but only the following day.

(4) If the guest does not vacate his room by 12 noon, the accommodation provider is entitled to charge the room rate for another day.

(5) The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect if the Guest

a) makes a considerably disadvantageous use of the premises or by his inconsiderate, offensive or otherwise grossly unseemly behavior makes it unpleasant for the other co-inhabitants to live together or is guilty of a punishable act against property, morality or physical safety towards the accommodation provider and his people or a person living in the accommodation establishment;

b) is afflicted with a contagious disease or a disease exceeding the period of accommodation, or requires care;

c) fails to pay the invoice submitted to him/her upon request within a reasonably set period of time.

(6) If the fulfillment of the contract becomes impossible due to an event to be considered as force majeure, the contract shall be terminated. However, the accommodation provider is obliged to return the already received remuneration proportionately, so that he does not gain from the event. (§ 1447 ABGB.)

§ 15 Illness or death of the guest in the accommodation facility

(1) If a guest falls ill during his stay in the accommodation establishment, the accommodation provider shall be obliged to provide medical care if this is necessary and the guest is not able to do so himself.

The accommodation provider has the following claim for reimbursement of costs against the guest or in case of death against his legal successor:

a) possible reimbursement of medical expenses not yet paid by the guest;

b) for the required room disinfection, if ordered by the public health officer;

c) if necessary, compensation for the laundry, bed linen and bed furnishings that have become unusable, against surrender of these items to the legal successor, otherwise for the disinfection or thorough cleaning of all these items;

d) for the restoration of walls, furnishings, carpets, etc., to the extent that they have been contaminated or damaged in connection with the illness or death;

e) for the room rent, as well as it is cancelled in connection with the illness or death due to temporary unavailability of the rooms (minimum three, maximum seven days).

§ 16 Consent to receive advertising mailings

By providing his/her address and/or email address, the Guest agrees to receive periodically (max. approx. 1 time per month) letters and information on offers and general advertising letters from the Proprietor. The Proprietor shall disclose the email address to third parties only for the purpose of processing and delivering the materials prepared by the Proprietor. The address data will otherwise not be disclosed to third parties. The Guest may revoke this consent at any time.

§ 17 Place of performance and jurisdiction

(1) The place of performance is the place where the accommodation facility is located.

(2) For all disputes arising from the accommodation contract, it is agreed that the court with subject-matter and local jurisdiction for the accommodation establishment shall have jurisdiction.

§ 18 Final provisions

Should one or more provisions of this contract be legally invalid in whole or in part, or should the contract contain a loophole, this shall not affect the validity of the remaining provisions. The ineffective provisions shall be replaced retroactively by a provision with the same content as far as possible, which comes closest to the purpose of the intended provision.

Translations of these general terms and conditions into languages other than German are for information purposes only, but the terms and conditions published in German shall be deemed legally binding.

General terms and conditions for our voucher store

1. By purchasing a voucher a contract with SPIESS Hotelbetrieb GmbH, Hainburger Str. 19, 1030 Vienna ("Appartement-Pension SPIESS & SPIESS") is concluded.
2. Only persons over the age of 18 are entitled to purchase from our internet voucher store.
3. The ordered vouchers contain the respective statutory sales tax. This is shown in the order process and on the invoice. A settlement takes place with the use of the service.
4. The vouchers can be paid directly, via a secure SSL-certified connection, by credit card. By means of prepayment (bank transfer) can be paid throughout Europe. If the voucher is ordered by cash on delivery, we charge the cash on delivery fee of 4.50 euros valid within Austria. Outside Austria, a cash on delivery order is not possible.
5. The shipping of the vouchers by e-mail is free of charge. For postal delivery, the current shipping charges in the respective country will be charged. No liability is accepted for late delivery by post.
6. The value of the ordered vouchers including VAT cannot be redeemed in cash. If the consumption is less than the value of the voucher, the voucher will be reduced by this value.
7. The invoice for the service (accommodation, etc.) incl. proof of VAT can only be issued at the time the voucher is redeemed (UstG).
8. The validity of the voucher becomes effective only with full payment.
9. All vouchers are valid for 3 years from the date of issue (noted on the voucher).
10. We point out that deviations in illustrations of the goods for sale are possible. Errors and changes to the articles reserved.
11. Data protection: Your data will not be passed on to third parties. Based on the general terms and conditions, the customer agrees to receive advertising information from Appartement-Pension SPIESS & SPIESS.
12. Exchange and return policy: Within 14 days (from the date of creation of the voucher) you can withdraw from the purchase if the ordered vouchers do not meet your expectations. Send the voucher back to us within 14 days. It is necessary that the written declaration of withdrawal is received by Appartement-Pension SPIESS & SPIESS within 14 days. The right of withdrawal does not apply if the use of the service has already begun within the withdrawal period. Furthermore, the right of withdrawal only applies to customers who are classified as consumers.
13. Place of jurisdiction is Vienna, Austria