

# General Terms And Conditions

## FOR THE HOTEL INDUSTRY (AS OF 2024)

### § 1 Scope

1.1 These General Terms and Conditions for the Hotel Industry (hereinafter “AGBH 2024”) replace the previous AGBH version of 2021.

1.2 The AGBH 2024 do not exclude special agreements. The AGBH 2024 are subsidiary to individually agreed arrangements.

### § 2 Definitions

2.1 Definitions:

“**Accommodation Provider**”: A natural or legal person who accommodates guests for remuneration.

“**Guest**”: A natural person who uses accommodation services. The guest is usually also the contracting party. Persons traveling with the contracting party (e.g., family members, friends, etc.) are also considered guests.

“**Contracting Party**”: 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 in accordance with the Austrian Consumer Protection Act 1979, as amended.

“**Accommodation Contract**”: 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 – Deposit

3.1 The accommodation contract is concluded upon acceptance of the booking by the accommodation provider. Electronic declarations are deemed received when they can be retrieved under normal circumstances and during the provider’s business hours.

3.2 The accommodation provider is entitled to conclude the contract subject to a deposit. In this case, the provider must inform the contracting party of the required deposit before accepting the booking. The contract is concluded once the contracting party agrees (verbally or in writing) and the consent is received.

3.3 The contracting party must pay the deposit together with the booking confirmation. Transaction costs (e.g., bank charges) are borne by the contracting party. Credit and debit card terms depend on the respective provider.

3.4 The deposit is a partial payment of the agreed total price:

- Booking within 7 days before arrival: 90% deposit
- Booking within 30 days before arrival: 70% deposit
- Booking more than 30 days before arrival: 30% deposit

For countries outside the EEA, a higher deposit may be required as a booking guarantee.

#### **§ 4 Beginning and End of Accommodation**

4.1 Unless otherwise agreed, rooms may be occupied from 3:00 p.m. on the day of arrival.

4.2 If a room is first used before 6:00 a.m., the previous night counts as the first overnight stay.

4.3 Rooms must be vacated by 11:00 a.m. on the day of departure. Otherwise, an additional day may be charged.

#### **§ 5 Cancellation – Cancellation Fees By the Accommodation Provider**

5.1 If a deposit is not paid on time, the provider may withdraw from the contract without granting an additional grace period.

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

5.3 If a deposit was paid, the room is reserved until 12:00 p.m. the following day. For advance payments exceeding four days, the obligation ends at 6:00 p.m. on the fourth day.

5.4 The provider may cancel the contract up to 3 months before arrival for objectively justified reasons.

#### **By the Contracting Party – Cancellation Fees**

5.5 Free cancellation is possible up to 3 months before arrival.

5.6 After that period, the following cancellation fees apply:

- Up to 1 month before arrival: 40% of total price
- Up to 1 week before arrival: 70%
- Last week before arrival: 90%

#### **§ 6 Provision of Alternative Accommodation**

6.1 The accommodation provider may provide the contracting party or the guests with adequate alternative accommodation (of equivalent quality), provided this is

reasonable for the contracting party, particularly if the deviation is minor and objectively justified.

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

6.3 Any additional costs for the alternative accommodation shall be borne by the accommodation provider.

### **§ 7 Rights of the Contracting Party**

7.1 By concluding an accommodation contract, the contracting party acquires the right to the customary use of the rented rooms, the facilities of the accommodation establishment that are generally accessible to guests without special conditions, and to standard services. The contracting party must exercise these rights in accordance with any applicable hotel and/or guest policies (house rules).

### **§ 8 Obligations of the Contracting Party**

8.1 The contracting party is obliged to pay the agreed remuneration, including any additional amounts arising from separate services used by them and/or accompanying guests, plus statutory VAT, no later than the time of departure.

8.2 The accommodation provider is not obliged to accept foreign currencies. If the provider does accept foreign currencies, they will be accepted at the current exchange rate where possible. If the provider accepts foreign currencies or cashless payment methods, the contracting party shall bear all associated costs, such as inquiries with credit card companies, telegrams, etc.

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

8.4 The contracting party agrees that the hotel is entitled, in the event of departure without payment or an outstanding balance after departure, to charge the credit card provided at the time of booking. This charge will be made to settle outstanding claims incurred during the stay, including but not limited to accommodation costs, restaurant, bar, and spa charges, as well as activity costs. In such cases, the guest will be informed of the charge by email or post.

### **§ 9 Rights of the Accommodation Provider**

9.1 If the contracting party refuses to pay the agreed remuneration or is in arrears, the accommodation provider shall be entitled to exercise the statutory right of retention pursuant to § 970c of the Austrian Civil Code (ABGB) as well as the statutory lien pursuant to § 1101 ABGB on the items brought in by the contracting party or the guest. This right of retention or lien also serves to secure the provider's claims arising from the accommodation contract, in particular for catering, other

expenses incurred for the contracting party, and any compensation claims of any kind.

9.2 If service is requested in the contracting party's room or at unusual times of day (after 8:00 p.m. and before 6:00 a.m.), the accommodation provider is entitled to charge a special fee. This surcharge must be indicated on the room rate list. The accommodation provider may also refuse such services for operational reasons.

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

## **§ 10 Obligations 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 Chargeable additional services of the accommodation provider that are not included in the accommodation fee include, for example:

- a) Special accommodation services that may be invoiced separately, such as the provision of lounges, sauna, indoor pool, swimming pool, solarium, garage parking, etc.;
- b) A reduced price will be charged for the provision of extra beds or children's beds.

## **§ 11 Liability of the Accommodation Provider for Damage to Brought-in Property**

11.1 The accommodation provider is liable for items brought in by the contracting party in accordance with §§ 970 et seq. of the Austrian Civil Code (ABGB). The provider's liability only applies if the items have been handed over to the accommodation provider or to persons authorized by the provider, or have been brought to a place designated or specified by them.

If the accommodation provider fails to prove otherwise, they are liable for their own fault as well as for the fault of their employees and of persons entering and leaving the premises.

In accordance with § 970 (1) ABGB, the accommodation provider's liability is limited to the maximum amount stipulated 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 promptly comply with the provider's request to deposit their items in a designated storage location, the accommodation provider is released from any liability.

Any liability of the accommodation provider is capped at the amount covered by the provider's liability insurance. Any contributory fault on the part of the contracting party or guest must be taken into account.

11.2 The accommodation provider's liability for slight negligence is excluded. If the contracting party is an entrepreneur, liability is also excluded for gross negligence.

In this case, the contracting party bears the burden of proof for the existence of fault. Consequential damages or indirect damages, as well as lost profits, shall not be compensated under any circumstances.

11.3 For valuables, money, and securities stored in the in-room safe, the accommodation provider is only liable up to the amount of currently €550. The provider is only liable for damage exceeding this amount if the items were accepted for safekeeping with knowledge of their nature, or if the damage was caused by the provider or their staff. The limitations of liability pursuant to 12.1 and 12.2 apply accordingly.

11.4 The accommodation provider may refuse to store valuables, money, or securities if they are significantly more valuable than items typically deposited by guests of the respective establishment.

11.5 In all cases of accepted safekeeping, liability is excluded if the contracting party and/or guest does not report the damage to the accommodation provider immediately upon becoming aware of it. Furthermore, such claims must be asserted in court within 3 years from the time the contracting party or guest became aware, or could have become aware, of the damage; otherwise, the claim is extinguished.

## **§ 12 Limitation of Liability**

12.1 If the contracting party is a consumer, the accommodation provider's liability for slight negligence is excluded, except in cases of personal injury.

12.2 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 damages, non-material damages, or indirect damages, as well as lost profits, shall not be compensated. In all cases, compensation is limited to the amount of the reliance interest.

## **§ 13 Pets**

13.1 Animals may only be brought into the accommodation establishment with the prior consent of the accommodation provider and, if applicable, against payment of a special fee.

13.2 The contracting party bringing an animal is obliged to properly keep and supervise the animal during their stay or, at their own expense, have it properly kept or supervised by suitable third parties.

13.3 The contracting party or guest bringing an animal must have appropriate animal liability insurance or private liability insurance that also covers potential damage caused by animals. Proof of such insurance must be provided upon request by the accommodation provider.

13.4 The contracting party and/or their insurer shall be jointly and severally liable to the accommodation provider for any damage caused by animals brought along.

This includes, in particular, compensation that the accommodation provider must pay to third parties.

13.5 Animals are not permitted in lounges, function rooms, restaurant areas, or wellness areas.

#### **§ 14 Extension of Accommodation**

14.1 The contracting party has no entitlement to an extension of their stay. If the contracting party announces their wish to extend the stay in due time, the accommodation provider may agree to extend the accommodation contract. However, the accommodation provider is under no obligation to do so.

14.2 If the contracting party is unable to leave the accommodation on the day of departure due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, flooding, etc.) that prevent or block all means of departure, the accommodation contract shall be extended for the duration of the impossibility of departure, subject to availability. A reduction in the fee for this period may only be granted if the contracting party is unable to fully use the services offered by the accommodation establishment due to the exceptional weather conditions. The accommodation provider is entitled to charge at least the amount corresponding to the standard off-season rate.

#### **§ 15 Termination of the Accommodation Contract – Early Termination**

15.1 If the accommodation contract has been concluded for a fixed term, it ends upon expiry of that term.

15.2 If the contracting party departs early, the accommodation provider is entitled to demand the full agreed remuneration. The provider shall deduct what has been saved due to the non-use of services or what has been obtained through re-letting the booked rooms. Savings are only deemed to exist if the accommodation establishment is fully occupied at the time the rooms booked by the guest are not used and the rooms can be rented to other guests due to the cancellation. The burden of proof for such savings lies with the contracting party.

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

15.4 If the accommodation contract has been concluded for an indefinite period, either party may terminate the contract by 10:00 a.m. on the third day prior to the intended end of the contract.

15.5 The accommodation provider is entitled to terminate the accommodation contract with immediate effect for good cause, in particular if the contracting party or guest:

a) makes significantly improper use of the premises or, through inconsiderate, offensive, or otherwise grossly inappropriate behavior, disturbs the coexistence with other guests, the owner, their staff, or other persons residing in the

establishment, or commits a criminal offense against property, morality, or physical safety;

- b) is affected by a contagious disease, a disease extending beyond the accommodation period, or becomes in need of care;
- c) fails to pay submitted invoices when due within a reasonable grace period (3 days).

15.6 If the performance of the contract becomes impossible due to an event considered force majeure (e.g., natural disasters, strikes, lockouts, official orders, etc.), the accommodation provider may terminate the accommodation contract at any time without observing a notice period, unless the contract is already deemed terminated by law or the provider is released from their obligation to accommodate. Any claims for damages by the contracting party are excluded.

### **§ 16 Illness or Death of the Guest**

16.1 If a guest falls ill during their stay at the accommodation establishment, the accommodation provider shall arrange for medical care at the guest's request. In cases of imminent danger, the accommodation provider shall arrange medical care even without a specific request from the guest, particularly 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 accommodation provider shall arrange medical treatment at the guest's expense. However, the scope of these measures ends as soon as the guest is able to make decisions or the relatives have been informed of the illness.

16.3 The accommodation provider is entitled to claim compensation from the contracting party and the guest, or in the event of death from their legal successors, in particular for the following costs:

- a) outstanding medical expenses, costs for patient transport, medication, and medical aids;
- b) necessary disinfection of rooms;
- c) laundry, bed linen, and bedding that have become unusable, or alternatively the cost of disinfection or thorough cleaning of these items;
- d) restoration of walls, furnishings, carpets, etc., insofar as these have been soiled or damaged in connection with the illness or death;
- e) room rent for the period during which the room was used by the guest, plus any days during which the room could not be used due to disinfection, clearance, or similar measures;
- f) any other damages incurred by the accommodation provider.

### **§ 17 Place of Performance, Jurisdiction, and Applicable Law**

17.1 The place of performance is the location where the accommodation establishment is situated.

17.2 This contract shall be governed by Austrian formal and substantive law, excluding the rules of private international law (in particular the Austrian IPRG and the Rome Convention) as well as the UN Convention on Contracts for the International Sale of Goods (CISG).

17.3 In business-to-business transactions, the exclusive place of jurisdiction is the registered office of the accommodation provider. However, the accommodation provider is also entitled to assert its rights before any other court having local and subject-matter jurisdiction.

17.4 If the accommodation contract has been concluded with a contracting party who is a consumer and has their domicile or habitual residence in Austria, legal actions against the consumer may only be brought at the consumer's domicile, habitual residence, or place of employment.

17.5 If the accommodation contract has been concluded with a contracting party who is a consumer and has their domicile in a Member State of the European Union (excluding Austria), Iceland, Norway, or Switzerland, the court having jurisdiction over the consumer's domicile shall have exclusive local and subject-matter jurisdiction for legal actions against the consumer.

## **§ 18 Miscellaneous**

18.1 Unless otherwise specified in the above provisions, a time period begins upon delivery of the document establishing the deadline to the contracting party required to observe it. When calculating a period defined in days, the day on which the event triggering the start of the period occurs is not counted. Periods defined in weeks or months refer to the day of the week or month corresponding by name or number to the day from which the period is to be counted. If such a day does not exist in the respective month, the last day of that month shall apply.

18.2 Declarations must be received by the respective other contracting party on the last day of the deadline (by 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 provider is insolvent or the contracting party's claim has been legally established or acknowledged by the accommodation provider.

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