

GENERAL TERMS AND CONDITIONS FOR Apartments RIFA – Gaschurn 2022

(GTC 2022)

V1: Version of 14.10.2022

Outline

§ 1	Scope	2
§ 2	Definitions	2
§ 3	Conclusion of contract – down payment	3
§ 4	Start and end of accommodation	3
§ 5	Withdrawal from the accommodation contract – cancellation fee	4
§ 6	Provision of alternative accommodation	5
§ 7	Rights of the contracting party	5
§ 8	Obligations of the contracting party	6
§ 9	Rights of the accommodation provider	6
§ 10	Obligations of the accommodation provider	7
§ 11	Liability of the accommodation provider for damage to items brought in	7
§ 12	Limitation of liability	8
§ 13	Animal husbandry	8
§ 14	Extension of accommodation	9
§ 15	Termination of the Accommodation - Agreement – Premature Termination	9
§ 16	Illness or death of the guest in the accommodation contract	10
§ 17	Place of performance, place of jurisdiction and choice of law	11
§ 18	Miscellaneous	12

§ 1 Scope

- 1.1 These General Terms and Conditions hereinafter referred to as "**GTC 2022**" replace the previous "AGBH 2006" in the version dated 15 November 2006.
- 1.2 The "**GTC 2022**" do not exclude special agreements. The "**GTC 2022**" are subsidiary to individual agreements.

§ 2 Definitions

2.1 Definitions:

- "Proprietor": is a natural or legal person who accommodates guests for a fee.
- "Guest": Is a natural person who uses accommodation. As a rule, the guest is also a contractual partner. Guests are also those persons who arrive with the contractual partner (e.g., family members, friends, etc.).
- "Contractual partner":
is a natural or legal person in Germany 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 Consumer Protection Act 1979 as amended.
- "Accommodation contract":
Is the agreement between the accommodation provider and contract concluded with the contractual partner, the content of which will be regulated in more detail below.

§ 3 Conclusion of contract – down payment

- 3.1 The Accommodation Agreement is concluded upon acceptance of the Contracting Party's booking by the Proprietor. Electronic declarations shall be deemed to have been received when the party for whom they are intended can retrieve them under normal circumstances and the access takes place during the Proprietor's announced business hours.
- 3.2 The Proprietor is entitled to conclude the Accommodation Agreement on condition that the Party pays a deposit. In this case, the accommodation provider is obliged to inform the Party of the required deposit before accepting the written or verbal booking of the Party. If the Party agrees to the down payment (in writing or verbally), the Accommodation Contract is concluded upon receipt of the declaration of consent for the booking and payment of a deposit of the Contracting Party by the Proprietor.
- 3.3 The Party is obliged to pay the deposit to the accommodation provider no later than 7 days (received) after booking. The costs for the money transaction (e.g., transfer fees) shall be borne by the contractual partner. For credit and debit cards, the respective terms and conditions of the card companies apply.
- 3.4 The down payment is a partial payment on the agreed fee.
- 3.5 Failure to pay the deposit does **not** automatically result in the cancellation of the booking.
- 3.6 If a deposit is requested in the offer and subsequently confirmed by the booking, a booking has been made. However, if the deposit is **not** paid by the Party, the Proprietor has the right to withdraw from the contract. If the accommodation provider does not make use of this right, the contract remains valid (§5.1 GTC).

§ 4 Start and end of accommodation

- 4.1 The Party has the right, if the accommodation provider does not offer any other reference time, to occupy the rented rooms from 4.00 p.m. on the agreed day ("day of arrival").
- 4.2 If a room is used for the first time before 6.00 a.m., the previous night counts as the first night. The rented rooms are to be rented by the contractual partner on the day of departure until 10.00 a.m. The accommodation provider is entitled to charge an additional day if the rented rooms are not vacated on time.
- 4.3 The rented rooms are to be rented by the contractual partner on the day of departure until 10.00 a.m. The accommodation provider is entitled to charge an additional day if the rented rooms are not vacated on time.

§ 5 Withdrawal from the accommodation

Withdrawal by the accommodation provider

- 5.1 If the accommodation contract provides for a down payment and the deposit has not been paid by the contracting party on time, the accommodation provider may withdraw from the accommodation.
- 5.2 contract without a grace period. If the guest does not appear by 6.00 p.m. on the agreed day of arrival, there is no obligation to provide accommodation, unless a later arrival time has been agreed.
- 5.3 If the contractual partner has paid a deposit (see 3.3), the premises shall remain reserved until 12.00 noon on the day following the agreed day of arrival at the latest. In case of advance payment of more than four days, the accommodation obligation ends from 6 pm of the fourth day, whereby the day of arrival is counted as the first day, unless the guest announces a later day of arrival.
- 5.4 Up to 3 months at the latest before the agreed date of arrival of the Party, the accommodation contract may be terminated by the accommodation provider by unilateral declaration for objectively justified reasons, unless otherwise agreed.

Withdrawal by the contractual partner – cancellation

- 5.5 fee **Up to 3 months** before the agreed date of arrival of the guest, the accommodation contract can be terminated **without payment of a cancellation** fee by unilateral declaration by the contracting party.
- 5.6 **Outside** the period specified in § 5.5., withdrawal by unilateral declaration of the contractual partner is only possible with payment of the following cancellation fees:
- **from 3 months before the date of arrival** 40% of the total package price.
 - **from 2 months before the date of arrival** 70% of the total package price.
 - **from 1 month before the day of arrival** 90% of the total package price.

up to 3 months	3 months to 2 months	2 months to 1 month	1 month
<i>None</i>			
<i>Cancellation</i>	40 %	70 %	90 %

Obstacles to arrival

- 5.7 If the contractual partner cannot appear at the accommodation facility on the day of arrival because all travel options are impossible due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, flooding, etc.), the contractual partner is not obliged to pay the agreed fee for the days of arrival.
- 5.8 The obligation to pay remuneration for the booked stay is revived from the possibility of arrival if the arrival is possible again within three days.

§ 6 Provision of alternative accommodation

- 6.1 The accommodation provider may provide the Party or the guests with adequate alternative accommodation (of the same quality) if this is reasonable for the Party, especially if the deviation is minor and objectively justified.
- 6.2 An objective justification is given, for example, if the room(s) has become unusable, guests who have already been accommodated extend their stay, there is an overbooking or other important operational measures require this step.
- 6.3 Any additional expenses for the substitute accommodation shall be borne by the accommodation provider.

§ 7 Rights of the contractual partner

- 7.1 By concluding an accommodation contract, the contracting party acquires the right to the usual use of the rented rooms, the facilities of the accommodation facility, which are usually accessible to the guests for use without special conditions, and to the usual service. The contractual partner must exercise his rights in accordance with any hotel and/or guest guidelines (house rules).

§ 8 Obligations of the contractual partner

- 8.1 The contractual partner is obliged to pay the agreed remuneration plus any additional amounts incurred due to separate use of services by him and/or the guests accompanying him plus statutory value added tax at the latest at the time of departure.
- 8.2 The accommodation provider is not obliged to accept foreign currencies. If the accommodation provider accepts foreign currencies, these will be taken in payment at the daily exchange rate. If the accommodation provider accepts foreign currencies or cashless means of payment, the Party shall bear all associated 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 it or the Guest or other persons who accept services from 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 stipulated fee or is thus in arrears, the Proprietor shall be entitled to the statutory right of retention pursuant to § 970c ABGB as well as the statutory lien pursuant to § 1101 ABGB on the items brought in by the Party or .dem by the Guest. The Proprietor shall also be entitled to this right of retention or lien to secure its claim under the Accommodation Agreement, for catering, other expenses incurred for the Party and for any claims for compensation of any kind.
- 9.2 If the service is requested in the Party's room or at unusual times of the day (after 8.00 p.m. and before 6.00 a.m.), the accommodation provider is entitled to charge a special fee for this. However, this special fee must be indicated on the room price board.
- 9.3 The accommodation provider may also refuse these services for operational reasons. The accommodation provider is entitled to invoice or interim billing of 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 Special services of the accommodation provider that are subject to labelling, which are not included in the accommodation fee, are exemplary:
- a) Special accommodation services that may be invoiced separately, such as the provision of lounges, sauna, indoor pool, swimming pool, solarium, garage, etc.
 - b) a reduced rate will be charged for the provision of extra beds or cots.

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

- 11.1 The accommodation provider is liable in accordance with §§ 970 ff ABGB for the items brought in by the contracting party. The liability of the Proprietor shall only be given 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 determined by the Proprietor. If the Proprietor fails in proving this, the Proprietor shall be liable for its own fault or the fault of its people as well as the outgoing and incoming persons. In accordance with § 970 (1) ABGB, the accommodation provider is liable up to a maximum of the amount specified in the Federal Act of 16 November 1921 on the Liability of Innkeepers and Other Entrepreneurs, as amended. If the Party or the Guest does not immediately comply with the Proprietor's request to deposit his belongings at a special storage location, the Proprietor shall be released from any liability. The amount of any liability of the accommodation provider is limited to a maximum of the liability insurance sum of the respective accommodation provider. A fault of the contractual partner or guest is to be considered.
- 11.2 The liability of the accommodation provider is excluded for slight negligence. If the contractual partner is an entrepreneur, liability is also excluded for gross negligence. In this case, the contractual partner bears the burden of proof for the existence of fault. Consequential or indirect damages as well as lost profits will not be compensated under any circumstances.
- 11.3 For valuables, money and securities, the accommodation provider is only liable up to the amount of currently € 550, --. The accommodation provider shall only be liable for further damage if he has taken over these items for safekeeping in knowledge of their nature or if the damage was caused by himself or one of his employees. The limitation of liability according to 12.1 and 12.2 shall apply mutatis mutandis.

- 11.4 The accommodation provider may refuse the safekeeping of valuables, money, and securities if the objects are much more valuable than guests of the accommodation establishment in question usually give in safekeeping.
- 11.5 In any case of the assumed storage, liability is excluded if the contracting party and/or guest does not immediately notify the accommodation provider of the damage incurred as soon as it becomes aware of it. In addition, these claims must be asserted in court within three years of knowledge or possible knowledge by the contractual partner or guest; otherwise, the right is extinguished

§ 12 Limitation of liability

- 12.1 If the Party is a consumer, the liability of the accommodation provider for slight negligence, except for personal injury, is excluded. If the Party is an entrepreneur, the liability of the accommodation provider for slight and gross negligence is excluded.
- 12.2 In this case, the contractual partner bears the burden of proof for the existence of fault. Consequential damages, immaterial damages, or indirect damages as well as lost profits will not be compensated. In any case, the damage to be compensated is limited by the amount of the legitimate interest.

§ 13 Animal husbandry

- 13.1 Animals may only be brought into the accommodation facility with the prior consent of the accommodation provider and, if necessary, for a special fee.
- 13.2 The contractual partner who takes an animal with him is obliged to properly store or supervise this animal during his stay or to have it kept or supervised by suitable third parties at his own expense.
- 13.3 The contractual partner or guest who takes an animal with him must have appropriate animal liability insurance or personal liability insurance, which also covers possible damage caused by animals. Proof of the corresponding insurance must be provided at the request of the accommodation provider.

- 13.4 The contracting party or its insurer shall be jointly and severally liable to the accommodation provider for the damage caused by animals brought along. In particular, the damage also includes those compensation services of the Proprietor which the Proprietor must provide to third parties.
- 13.5 Animals are not allowed in the salons, social rooms, restaurants, and wellness areas.

§ 14 Extension of accommodation

- 14.1 The contracting party is not entitled to have his stay extended. If the Party announces its wish to extend the stay in good time, the Proprietor may agree to the extension of the Accommodation Agreement. The accommodation provider is under no obligation to do so.
- 14.2 If the contracting party is unable to leave the accommodation facility on the day of departure because all departure options are blocked or unusable due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, flooding, etc.), the accommodation contract will be automatically extended for the duration of the impossibility of departure. A reduction of the fee for this time is only possible if the contractual partner cannot fully use the services offered by the accommodation provider due to the extraordinary weather conditions. The accommodation provider is entitled to demand at least that fee that corresponds to the usual price charged in the low season.

§ 15 Termination of the Accommodation Agreement – Premature Termination

- 15.1 If the accommodation contract was concluded for a definite period, it ends with the expiry of the period.
- 15.2 If the Party departs prematurely, the Proprietor shall be entitled to demand the full agreed remuneration. The accommodation provider will deduct what he saves because of not using his range of services or what he has received by renting the ordered rooms to other parties. A saving only exists if the accommodation company is fully utilized at the time of non-use of the rooms ordered by the guest and the premises can be rented to other guests due to the cancellation of the contractual partner. The burden of proof of the savings shall be borne by the contractual partner.
- 15.3 The death of a guest ends the contract with the accommodation provider.

- 15.4 If the accommodation contract has been concluded for an indefinite period, the contracting parties may terminate the contract until 10.00 a.m. of the third day before the intended end of the contract.
- 15.5 The Proprietor is entitled to terminate the Accommodation Agreement with immediate effect for good cause, if the Party or the Guest.
- a) makes a significantly detrimental use of the premises or by his reckless, offensive, or otherwise grossly improper behavior spoils the other guests, the owner, his people or the third parties living in the accommodation establishment towards the cohabitation or is guilty of a punishable act against property, morality, or physical safety towards these persons.
 - b) is affected by a contagious disease or a disease that extends beyond the duration of accommodation or otherwise requires care.
 - c) fails to pay the invoices submitted when due within a reasonable period (3 days).
- 15.6 If the performance of the contract becomes impossible due to an event to be regarded as force majeure (e.g., acts of God, strike, lockout, 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 to be dissolved by law or the accommodation provider is released from his obligation to provide accommodation. Any claims for damages etc. of the contractual partner are excluded.

§ 16 Illness or death of the guest If a guest

- 16.1 falls ill during his stay in the accommodation facility, the accommodation provider will provide medical care at the request of the guest. If danger is imminent, the accommodation provider will arrange for medical care even without the special request of the guest, if this is necessary and the guest himself is unable to do so.
- 16.2 As long as the Guest is unable to make decisions or the Guest's relatives cannot be contacted, the Proprietor will provide medical treatment at the Guest's expense. However, the scope of these care measures ends at the time when the guest can make decisions, or the relatives have been notified of the illness.

16.3 The Proprietor has claims for compensation against the Party and the Guest or, in the event of death, against their legal successors, for the following costs:

- a) outstanding medical costs, costs for patient transport, medicines, and medical aids
- b) room disinfection that has become necessary,
- c) linen, bed linen and bedding that have become unusable,
- d) otherwise for disinfection or thorough cleaning of all such objects, restoration of walls, furnishings, carpets, etc., insofar as they 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 of useability of the rooms due to disinfection, eviction or similar,
- f) any other damages incurred by the accommodation provider.

§ 17 Place of Performance, Place of Jurisdiction and Choice of Law

17.1 The place of performance is the place where the accommodation facility is located.

17.2 This contract is subject to Austrian formal and substantive law to the exclusion of the rules of international private law (in particular). IPRG and EVÜ) as well as UN Sales Convention.

17.3 The exclusive place of jurisdiction in bilateral business transactions is the registered office of the accommodation provider, whereby the accommodation provider is also entitled to assert his rights at any other local and competent court.

17.4 If the accommodation contract has been concluded with a contractual partner who is a consumer and has his domicile or habitual residence in Austria, actions against the consumer can only be brought at the domicile, habitual residence, or place of employment of the consumer.

17.5 If the accommodation contract has been concluded with a contracting party who is a consumer and domiciled in a member state of the European Union (except for Austria), Iceland, Norway or Switzerland, the court with territorial and material jurisdiction for the consumer's domicile shall have exclusive jurisdiction for actions against the consumer.

§ 18 Miscellaneous

- 18.1 Unless the above provisions provide otherwise, the running of a time limit begins with the service of the document ordering the time limit to the contracting parties, who must observe the time limit. If a period is calculated which is determined in days, the day in which the time or occurrence falls according to which the beginning of the period is to be determined shall not be counted. Time limits determined by weeks or months refer to the day of the week or month which, by its designation or number, corresponds to the days from which the time limit is to be counted. If this day is missing in the month, the last day in that month is decisive.
- 18.2 Declarations must have been received by the other contracting party on the last day of the deadline (24 hours).
- 18.3 The Proprietor is entitled to offset its own claims against claims of the Party. The Party shall not be entitled to offset its own claims against claims of the Proprietor, unless the Proprietor is insolvent, or the Party's claim has been judicially established or acknowledged by the Proprietor.
- 18.4 In the event of loopholes, the corresponding statutory provisions shall apply.