



AUSTRIAN//HOTEL CONTRACT CONDITIONS

§ 1 Scope

- § 1.1 These general terms and conditions of business for the hotel industry are called in the following "AGBH 2006".
- § 1.2 The AGBH 2006 do not exclude special agreements. The AGBH 2006 are subordinate to individual agreements.

§ 3 Conclusion of contract - Advance payment

- § 3.1 The accommodation contract comes into effect with the acceptance of the contract partner's order by the accommodation provider. Electronic declarations are deemed valid if the party for whom they are intended can access them under normal circumstances, and has access to the accommodation provider's published hours of business.
- § 3.2 The accommodation provider is entitled to conclude the contract by stipulating that the contract partner makes an advance payment.

§ 4 Start and end of the accommodation

- § 4.1 The contract partner has the right, if the host offers no other occupancy time, to move into the hired rooms from 16.00 on the agreed day ("day of arrival").
- § 4.2 If a room is first occupied before 6.00 in the morning, the previous night counts as the first overnight stay.
- § 4.3 The hired rooms are to be vacated by the contract partner on the day of departure by 12.00. The host is entitled to charge a further day if the hired rooms are not vacated on time.

§ 5 Withdrawal from the accommodation contract - withdrawal cancellation charge by the accommodation provider

- § 5.1 If the accommodation contract provides for an advance payment and the advance payment was not made on time by the contract partner, the accommodation provider can withdraw from the accommodation contract without extending the original deadline.
- § 5.2 If the guest does not appear by 18.00 on the agreed day of arrival, there is no obligation to provide accommodation, unless a later arrival time has been agreed.

- § 5.3 On the other hand, if the contract partner has made an advance payment (see 3.3), then the accommodation shall remain reserved until at the latest 12.00 of the day following the agreed day of stay. In the case of advance payments covering more than four days, the obligation to provide accommodation ends from 18.00 of the fourth day. In this case the day of arrival is calculated as the first day, unless the guest notifies a later day of arrival.

- § 5.4 The accommodation contract can be terminated by a unilateral declaration on the part of the accommodation provider, for objectively justified reasons, no later than 3 months before the agreed day of arrival of the contract partner, unless another agreement is in place.

Withdrawal by the contract partner - cancellation fee

- § 5.5 The accommodation contract can be terminated without payment of a cancellation fee by a unilateral declaration on the part of the contract partner no later than 3 months before the guest's agreed day of arrival.
- § 5.6 Outside of the period defined in § 5.5 a withdrawal by a unilateral declaration on the part of the contract partner is only possible when accompanied by payment of the following cancellation fees:
 - up to 1 month before the day or arrival: 40% of the total arrangement price;
 - up to 1 week before the day of arrival: 70% of the total arrangement price;
 - in the last week before the day of arrival: 90% of the total arrangement price.

- § 6 Provision of replacement accommodation: (1) The accommodation provider can provide the guest with adequate replacement accommodation if this is deemed reasonable for the guest, particularly in cases where the difference is marginal and objectively justified.

§ 17 Place of performance, place of jurisdiction and choice of law

- § 17.1 Place of performance is the location of the accommodation establishment.
- § 17.3 Exclusive place of jurisdiction in the mutual business transaction is the registered office of the accommodation provider. Furthermore, the accommodation provider may also enforce his rights at any other local and functionally competent court.