



# GENERAL TERMS AND CONDITIONS OF BUSINESS

## § 1 SCOPE OF APPLICATION

**1.1** These Terms and Conditions shall apply to contracts for the rental provision of etagerie apartments for lodging as well as to all other services and deliveries of the Lodging Company provided for the Customer and the guest.

**1.2** The subletting and re-letting of the leased apartments as well as their use for other than accommodation purposes require the prior written consent of the Lodging Company, whereby the granting of approval is at the discretion of the Lodging Company and a refusal of approval does not entitle the Customer to prematurely terminate the Agreement.

**1.3** Business terms and conditions of the Customer and/or the guest shall only apply if this has been expressly agreed in writing beforehand.

## § 2 CONCLUSION OF THE AGREEMENT, CONTRACTING PARTNER, LIMITATION PERIOD

**2.1** The Accommodation Agreement shall come into effect upon acceptance of the Customer's application by the Lodging Company. The Lodging Company is at liberty to confirm the apartment booking in writing.

**2.2** The Contracting Parties are the Lodging Company and the Customer. If the Customer places an order for a different guest, the Customer shall be liable to the Lodging Company for all obligations arising from the Accommodation Agreement and for any damage to the apartment, the furnishings and the generally accessible rooms caused by himself or by the guest - in such a case together with the guest as joint and several debtor.

**2.3** All claims against the Lodging Company are subject to a limitation period of one year from the beginning of the statutory limitation period. Claims for damages become time-barred within one year from the time when the damage and the person of the damaging party became known to the injured party, irrespective of knowledge, within five years. The restriction of the limitation period shall not apply to claims based on intentional or grossly negligent breach of duty or on unjustified withdrawal by the Lodging Company. To consumers, the statutory warranty rules apply.





### **§ 3 SERVICES, PRICES, PAYMENT, OFFSETTING**

**3.1** The Lodging Company is obliged to keep available the apartments booked by the Customer (if the Customer is an entrepreneur, the Lodging Company is entitled to offer equivalent replacement) and to render the agreed services.

**3.2** The Customer shall be obliged to pay the prices of the Lodging Company applicable or agreed upon for the apartment rental and the other services used by him/her and/or the guest. This also applies to services and expenses incurred by the Lodging Company to third parties caused by the Customer and/or guest.

**3.3** The agreed prices include the respective statutory VAT/MwSt. If the period between the conclusion of the Agreement and the performance of the Agreement exceeds four months and if the price generally charged by the Lodging Company for such services increases, the latter may reasonably increase the contractually agreed price, however, by a maximum of 10%. In the case of consumers, a change in the price is only permissible to the extent that the VAT/MwSt. [and also the tourism charge contained in the price] is altered. If these cost factors included in the price are decreased, it is imperative to reduce the price vis-à-vis consumers to this respective extent.

**3.4** The prices may also be changed by the Lodging Company if the guest subsequently wishes to change the number of apartments booked, the service provided by the Lodging Company or the duration of the guests' stay and the Lodging Company agrees to the change.

**3.5** Invoices of the Lodging Company without due date are payable without deduction immediately upon receipt of the invoice. The Lodging Company shall be entitled to call in accrued receivables at any time and to demand immediate payment if the Customer is in arrears with the payment of due receivables despite a reminder over and above the grace period of at least one week set in the reminder. In the event of default in payment, the Lodging Company shall be entitled to charge interest on arrears at a rate of 9.2 % above the base interest rate in accordance with § 456 of the Austrian Commercial Code (UGB) or, in the case of legal transactions with consumers, at a rate of 4 % per annum. The Lodging Company reserves the right to prove higher damages.

**3.6** The Lodging Company shall be entitled to demand an appropriate advance payment or provision of security upon conclusion of the Agreement or thereafter, if the Customer is in arrears with the payment of due claims despite a reminder over and above the grace period of at least one week set in the reminder. The amount of the advance payment and the payment dates can be agreed in writing in the Agreement.



**3.7** The Customer may only offset or withhold payment against a claim of the Lodging Company or - if the Customer is a Customer Entrepreneur - withhold payment in the event of a legal connection with the Customer's liability, a claim recognised by the Lodging Company or a claim determined by the Court. The prohibition of set-off shall not apply in the event of an insolvency of the Lodging Company.

#### **§ 4 WITHDRAWAL OF THE CUSTOMER (ANNULMENT, CANCELLATION) OR NON-USE OF THE SERVICES OF THE LODGING COMPANY (NO SHOW)**

**4.1** A Customer's withdrawal from the Agreement concluded with the Lodging Company shall require the written consent of the Lodging Company. If this does occur, the agreed price from the Agreement is to be paid even if the guest does not make use of contractual services. This does not apply in the event of a breach of the Lodging Company's obligation to respect the rights, legal interests and legal assets of the guest, if it is no longer reasonable to expect the guest to adhere to the Agreement or if he/she is entitled to any other statutory or contractual right of withdrawal.

**4.2** If a date for free withdrawal from the Agreement has been agreed in writing between the Lodging Company and the Customer, the guest may withdraw from the Agreement until that date without triggering any claims for payment or compensation by the Lodging Company. The right to withdraw from the Agreement expires if the Customer does not exercise his right to withdraw in writing from the Agreement with Lodging Company by the agreed date, unless there is a case of withdrawal by the Guest according to Section IV, No. 1, Sentence 3.

**4.3** In the case of apartments not used by the Customer, the Lodging Company shall offset the income from the re-allocation of the apartments and the expenses saved.

**4.4** The Lodging Company is free to demand the contractually agreed remuneration and to make a flat-rate deduction for saved expenses. The Customer is then obliged to pay 100% of the contractually agreed price for the rental of the apartments. However, the Customer is free to prove that the Lodging Company has suffered no or significantly less damage.

#### **§ 5 WITHDRAWAL OF THE LODGING COMPANY**

**5.1** Insofar as the Customer's right to withdraw from the Agreement free of charge has been agreed in writing within a certain period of time, the Lodging Company shall in turn be entitled to withdraw from the Agreement during this period of time if enquiries from other guests regarding the contractually booked rooms are received and the Customer does not waive his right to withdraw from the agreement upon consultation with the Lodging Company.

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**5.2** If an agreed advance payment or security deposit agreed upon or rightly demanded in accordance with Section III No. 5 and/or 6 above is not paid, even after a reasonable grace period set by the Lodging Company has elapsed, then the Lodging Company shall also be entitled to withdraw from the Agreement.

**5.3** In addition, the Lodging Company shall be entitled to withdraw from the Agreement for objectively justified reasons, for example, if Force majeure or other circumstances for which the Lodging Company is not responsible make it impossible to fulfil the Agreement;  
Apartments are booked under misleading or false statements of essential facts, e. g. regarding the person of the guest or the purpose of the rental;  
The Lodging Company has reasonable grounds to assume that the use of the lodging service may endanger the smooth running of the business, the security or the reputation of the Lodging Company in public without this being attributable to the Lodging Company's area of control and organisation;  
There is an infringement of point I No. 2

**5.4** The Lodging Company shall inform the Customer and the guest immediately of the exercise of the right of withdrawal/terms of cancellation.

**5.5** In the event of a justified withdrawal of the Lodging Company, the Customer and the guest shall not be entitled to claim any compensation.

## **§ 6 APARTMENT PROVISION, HANDOVER, RETURN OF APARTMENTS**

**6.1** The Customer does not acquire any right to the provision of specific apartments.

**6.2** Booked apartments are available to the guest from 15:00 hrs of the agreed arrival day. The guest is not entitled to earlier provision.

**6.3** On the agreed departure day, the apartments of the Lodging Company must be vacated and made available at 10:00 hrs at the latest. After this deadline, the Lodging Company may charge 50% of the full accommodation price (list price) until 18:00 hrs on account of the late vacating of the apartment for its cross-contractual use, from 18:00 hrs 100%. Contractual claims of the Customer are not justified in this event. He/she is free to prove that the Lodging Company has no or a substantially lower claim to the usage fee.

**6.4** If a key or key card is lost or is not handed in at the time of departure, a fee of €50.00 will be charged.



## **§ 7 LIABILITY OF THE LODGING COMPANY**

**7.1** The Lodging Company shall be liable for the fulfilment of its obligations under the Agreement with the due diligence of a prudent entrepreneur. Claims of the guest for compensation are excluded. Excepted from this are damages resulting from injury to life, limb or health; other damages caused by the Lodging Company or a person for whom it is responsible, willfully or through gross negligence; damages to items that have been taken over for treatment or storage; damages according to the Product Liability Act.

**7.2** The Lodging Company shall be liable to the guest for any items brought in according to the statutory provisions. Money and valuables can be stored up to a maximum value of € 5,000.00 in the safe at the front desk. The Lodging Company recommends using this option. Any liability claims expire if the guest does not notify the Lodging Company immediately after learning of loss, destruction or damage to the safe custody goods (§ 970 b of the Austrian Civil Code). For any further liability of the Lodging Company, the foregoing section 1 sentences 2 and 3 shall apply mutatis mutandis.

**7.3** Messages, mail and consignments of goods for the Customer and guests are handled with care. The Lodging Company shall take over the delivery, storage and - on request - the forwarding of the same for a fee; the foregoing section 1 sentences 2 and 3 shall apply accordingly. This does, however, not result in a custody agreement.

**7.4** The Customer shall be liable for all damages to the apartment, the furnishings and the generally accessible rooms culpably caused by the Customer, his or her employees, visitors, or by the guest and his or her visitors.

**7.5** No liability is assumed for lost property. Lost and found items will only be returned on request for a charge. The Lodging Company undertakes to keep Lost and found objects for 6 months.

**7.6** Insofar as the Lodging Company procures third-party services and/or technical or other equipment from third parties for the Customer or the guest, the latter shall act on behalf and for the account of the Customer; the Customer shall be liable for the careful handling and proper return of the equipment and shall indemnify the Lodging Company from all claims of third parties arising from the supply of this equipment.

## **§ 8 FINAL PROVISION**

**8.1** Amendments and additions to the Agreement, to the acceptance of applications or the General Terms and Conditions of Accommodation, must be made in writing. This also applies to the cancellation of this written form clause. Unilateral changes or additions by the guest or Customer are ineffective. This regulation does not exclude the legal validity of formless declarations made by the Lodging Company or its representatives vis-à-vis a consumer.

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**8.2** Place of fulfilment and payment is the registered office of the Lodging Company.

**8.3** The exclusive place of jurisdiction - also for disputes over cheques and bills of exchange - is the place of the registered office of the Lodging Company.

**8.4** Austrian law applies. The application of the UN Convention on Contracts for the International Sale of Goods and private international law is excluded.

**8.5** Should individual provisions of these General Terms and Conditions of Business be or become invalid or null and void for the provision of accommodation, this shall not affect the validity of the remaining provisions. Otherwise, the statutory provisions shall apply. In cases of doubt as to the interpretation of the General Terms and Conditions, the German original text shall take precedence over the English version.