

GENERAL TERMS AND CONDITIONS

I. Applicability

1. These General Terms and Conditions apply to all supplies and services provided to the guest by the hotel.
2. Any stipulations, even if they are part of the terms and conditions of the partner but which contradict the present terms and conditions shall not be applicable unless prior written consent has been given by the hotel.

II. Conclusion of the contract

1. The relevant contract comes into existence following a written request by the contract partner and on acceptance by hotel.
2. The contractual partners are the hotel and a guest. If a third party has initiated the booking on behalf of the guest, this third party, together with the guest, shall be liable to the hotel for fulfilling any arising from the agreement, once the hotel receives the corresponding declaration from the booking agent. Independently of this, any booking agent is obliged to forward all information to do with the booking, in particular these general terms and conditions, to the guest.
3. Any subletting or sharing of the rented rooms or any use which differs from the usual accommodation purposes must be expressly consented to in writing by the hotel.

III. Services, prices, payment

1. The hotel is obliged to have the booked rooms available according to the present general terms and to fulfil the services agreed.
2. The guest is obliged to pay the current or agreed prices of the hotel for room rental and any additional services provided. This also applies to any services or expenses, which the hotel has organised with the guest or a third party on behalf of the guest.
3. The agreed prices include statutory value-added tax at the rate applying at the given time.
4. Prices may be altered by the hotel if the guest subsequently wants to change the number of booked rooms, services of the hotel or the duration of the guests' stay and the hotel gives its consent.
5. Any bills issued by the hotel are payable immediately upon receipt of the given invoice without deduction. The guest will be in default if he does not pay within 30 days at the latest after receipt and due date of an invoice. This is only valid for a guest if explicit reference has been made to this effect in the invoice.

6. In cases of delayed payment, the hotel has the right to add 5% interest above the basic rate to the invoiced amount. In case of businesses, the additional interest is 8% above the basic rate. The hotel reserves the right to charge a higher rate. Any reminder notices sent can incur a charge of €5.

7. The hotel is entitled to request advance payment or provision of security from the contract partner on conclusion of contract. The amount and when it is due can be agreed in the written contract. The hotel also has the right during the guest's stay in the hotel to send intermediate bills at any time, and request immediate payment. The guest shall only be entitled to offset against undisputed claims or claims which have been validated by due legal process.

IV. Cancellation

1. The guest has the right to cancel at any time. In such cases, the following conditions apply: In the case of cancellation of a booking by the guest, the hotel has a claim to suitable compensation. If circumstances cause cancellation of holidays, we ask that guests inform us as early as possible.

The following cancellation conditions apply.

For stays as of 01.04.2022: Cancellations can be made free of charge up to 14 days before arrival.

Christmas & New Year's Eve: Cancellations can be made free of charge up to 21 days before arrival.

For early departures, you will still be charged 100% of the total amount for your stay. If, about Corona, it is not possible to start your holiday after the cancellation period has expired, you can rebook your holiday to another date free of charge. We recommend taking out Europäische Reiseversicherung holiday cancellation insurance.

In as much as the hotel calculates the fixed amount of compensation, this amount cannot exceed the contractual agreed prices for the hotel's services, minus any savings the hotel has been able to make by other use of the hotel services.

2. The aforementioned compensation regulations are in place if the guest does not make use of the booked room or the booked services without informing the hotel in good time.

3. If the hotel has allowed the guest an option of cancelling within a certain time without repercussions, then the hotel has no claim for compensation. The decisive factor for a valid cancellation is the time that notice reaches the hotel. The guest must ask for cancellation in written form.

V. Cancellation by the hotel

1. In as much as the guest is granted free cancellation rights according to condition IV paragraph 2, the hotel is also entitled to cancel a booking within the agreed time if enquiries for the booked rooms are received from other guests, and the guest has not produced final confirmation of the booking following a request from the hotel.

2. If the agreed prepayment or deposit in accordance with point III paragraph 6 has not been paid within the given time, the hotel is likewise entitled to cancel the booking.
3. Moreover, the hotel is entitled to relinquish the contract for good reason, especially in the following cases:
 4. If rooms have been booked using false information, for example regarding the identity of the guest, for the purpose of booking.
 5. If the hotel has good reason to believe that if the booking should go ahead, it would hinder the smooth running of the business, or adversely affect the safety or public reputation of the hotel, without this being the hotel's or the organisation's fault.
 6. If unauthorised sharing for subletting takes place, as detailed in point II paragraph 3.
 7. If a case arises as detailed in point VI, paragraph 3.
 8. If the hotel is led to believe that after taking out the hotel contract, the ability of the guest to pay has considerably worsened, especially if the guest has not been able to settle the hotel's bills, or has not offered sufficient deposit, and therefore the payment demands of the hotel appear to be insecure.
 9. If the guest has applied for insolvency, or completed an affidavit according to § 47 EO (enforcement: execution of legal backup procedures), has put in place an out-of-court settlement of debts or has withheld payments.
 10. The hotel must immediately inform the guest in writing that it is carrying out its cancellation rights.
 11. In the above cases of conservation, the guest has no right to compensation.

VI. Arrival and departure

1. The guest has no right for the allocation of certain rooms, unless the hotel has confirmed in writing that certain rooms will be allocated.
2. Booked rooms will be available to guests from 02:00 PM of the agreed date of arrival. Guests cannot expect rooms to be available before this time.
3. Booked rooms must be occupied by guests by 6 PM at the latest on the agreed arrival day.
4. If a later arrival time has not been agreed, the hotel has the right to allocate rooms to others after 6 PM without the guest having any claim for replacement. The hotel in this case has the right of cancellation.

5. On the agreed date of departure, rooms must be vacated by 11:00 AM at the latest. If the room has not been vacated by this time, the hotel reserves the right to charge the full day's price for the room for the additional use until 6 PM, and the full accommodation price for the room if after 6 PM. The guest is entitled to prove to the hotel that no loss or a considerably lower loss has been caused.

VII. Liability of the hotel, limitation

1. The hotel is liable according to legal regulations in the event of culpable damage to life, limb, or health.

2. In the case of other damage, the hotel's liability is limited to cases whereby gross negligence of the hotel, legal representative, or leading employers is to blame.

3. The above limitation on liability applies to all claims for compensation regardless of the legal reason, including claims for tortious liability. The limitation of liability also applies in cases where claims for compensation of a guest arise against a member of staff or hotel assistant. It does not apply in cases of liability for a deficiency following taking on a guarantee for carrying out something, or works, fraudulently concealed faults, or personal injuries.

5. As the guest has been provided with a parking space in the underground car park or on the car park for free, the hotel is only liable according to legal regulations up to the legal limit stipulated. In such cases, damage must be reported to the hotel before leaving the hotel grounds.

6. Morning calls are undertaken by the hotel with great care. There can be no claims for compensation, except in cases of gross negligence or intention.

7. Messages, post, and deliveries for guests are undertaken with due care. The hotel could undertake delivery, storage, and if required, the forwarding of these (charge applies). The same applies to enquiries about lost property. Claims for losses, except due to gross negligence or intent, will not be upheld. The hotel is entitled, after storage of items for at least one month, to hand items over to the local lost property office and to demand a reasonable charge for this.

8. Claims for compensation on the part of the guest are limited to 3 years after reporting the damage. This does not apply to liability of personal damage to life, limb, or health, or for other damage caused by gross negligence or intent on the part of the hotel, legal representative, or anyone carrying out the duties of the hotel

VIII. Right of Revocation

Vouchers that do not meet your expectations, can be returned to us without giving reasons within 14 days of receipt. It is necessary that we receive the written declaration of revocation (cancellation) within 14 days. The revocation right does not exist if the use of the service has already begun within the revocation period. This right of return applies only to customers who are qualified as consumers.

IX. Final provisions

1. Any changes or alterations to the contract require the agreement of the contract partner, and must be in written form to be valid.
2. Place of jurisdiction where the hotel is located.
3. For any contractual disputes, the jurisdiction of the court at the location of the hotel applies, unless the guest as consumer has a place of work or residence in the inland; In this case, the location of the court of jurisdiction the place that was stated in the registration by the guest.
4. This agreement is governed by Austrian law.
5. If individual terms of these general terms and conditions are unworkable or cease to be applicable, this does not affect the full validity of the rest of the conditions. In all other respects, statutory provisions apply.
6. The general conditions of the Austrian hotel industry apply: www.hotelverband.at