

1 GENERAL TERMS AND CONDITIONS FOR THE HOTEL BUSINESS 2006

Hotel Buckelhof
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6553 See

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1 Scope

1.1 These General Terms and Conditions for the Hotel Industry 2006 (hereinafter "AVH 2006") replace the hitherto valid Austrian treaty conditions for hotels in the version dated September 23, 1981.

1.2 The AVH 2006 does not exclude individual accommodation agreements. The AVH 2006 are of secondary importance with regard to individually concluded residence agreements.

2 Definition of terms

2.1 Definition of terms:

"Innkeeper": Is a natural or legal person who offers accommodation to guests against payment.

"Guest": Is a natural person who calls on the innkeeper. As a rule, the guest is also the contractor at the same time. The guests are also those persons who arrive together with the contracting party (e.g. relatives, friends, etc.).

"Contractor": Is a natural or legal person from the Netherlands or abroad who concludes an accommodation contract with the innkeeper as a guest or on behalf of a guest.

"Consumer" and "entrepreneur": The terms have the meaning as defined in the Austrian Consumer Protection Act 1979 in the also valid version.

"Residence contract": Is the accommodation contract concluded between the innkeeper and the contracting party, the content of which is further specified below.

3 Conclusion of the accommodation contract – down payment

3.1 The accommodation accepts's order

contract is concluded when the innkeeper the contracting party or when a confirmation has been received by email. Electronic declarations shall be deemed to have been received if the party for whom the declaration was intended can invoke the declaration under normal circumstances and the declaration was sent during the innkeeper's published business hours.

3.2 The innkeeper is authorized to conclude the accommodation contract on the condition that the contracting party pays a deposit. In this case, the innkeeper is obliged to inform the contractor of the necessary deposit before accepting the written or oral order from the contracting party. If the contracting party agrees to the down payment (in writing or verbally), the accommodation contract is concluded when the innkeeper has received the declaration of consent issued by the contracting party for the payment of the down payment

3.3 The contracting party must pay the deposit (30%) up to 14 days after booking, the remainder must be paid 14 days before the start of the stay. The costs of the montransaction (e.g. transfer costs) are paid by the contracting party. For credit and debit cards, the corresponding terms and conditions of the card companies apply.

3.4 The deposit is 30% of the agreed price.

4 Start and end of the stay

4.1 The contracting party has the right, if the innkeeper does not specify a different time, to occupy the rented rooms from 3 p.m. on the agreed day ("day of arrival").

4.2 If a room is occupied for the first time at 6.00 am, the previous night is considered the first overnight stay. 4.3 The rented rooms must be vacated by the contracting party by 10 a.m. on the day of departure. The innkeeper is authorized to charge an extra day if the rented rooms are not vacated within the stipulated period.

5 Withdrawal from the accommodation contract – cancellation charges

Withdrawal by the innkeeper

5.1 If the accommodation contract provides for a down payment and this down payment has not been paid by the contracting party within the prescribed period, the innkeeper is entitled to withdraw from the accommodation contract without delay.

5.2 If the guest does not appear until 6 pm on the agreed day of arrival, there is no obligation to allow the guest to stay, unless a later time of arrival has been agreed.

5.3 If the contracting party has paid a deposit (see 3.3), the rooms will, however, remain reserved for the guest until noon on the following day at the latest on the agreed day of arrival. If a deposit has been paid for more than four days, the obligation to allow the guest to stay ends after 6 p.m. on the fourth day, whereby the day of arrival is counted as the first day, unless the guest states a later day of arrival.

5.4 The innkeeper is authorized to cancel the accommodation contract up to 3 months before the agreed date of arrival by means of a unilateral declaration for commercially justified reasons, unless otherwise agreed.

Withdrawal by the contracting party – cancellation costs

5.5 The contracting party is authorized to cancel the accommodation agreement up to 1 month before the agreed date of arrival of the guest by means of a unilateral statement without having to pay cancellation costs.

5.6 Outside of 5.5. In the stated period, withdrawal by unilateral declaration by the contracting party is only possible on condition that the following cancellation costs are paid:

Cancellation is free of charge up to 30 days before arrival. Within 30 days of arrival, Cancellation fee is 100%.

Obstruction of the outward journey

5.7 If the contractor is not able to appear at the innkeeper on the day of arrival, because unforeseen and extraordinary circumstances (e.g. extreme snowfall, flooding, etc.) and therefore all travel options are impossible, the contracting party is not obliged to pay the agreed price before the day of arrival.

5.8 The obligation to pay for the booked stay arises again from the day on which travel is possible again, if the outward journey becomes possible again within three days.

6 Provision of replacement rooms

6.1 The innkeeper is authorized to provide the contracting party or the guests with adequate replacement rooms (of the same quality) if this may be required of the contracting party, in particular if the deviation is minor and commercially justified.

6.2 A business justification exists, for example, when the room(s) can no longer be used, existing guests extend their stay, there are too many bookings or other important operational measures make this necessary.

6.3 Any additional costs for the replacement rooms must be by the innkeeper paid.

7 Rights of the contracting party

7.1 By concluding the accommodation contract, the contracting party acquires the right to the usual use of the rented rooms, the facilities of the innkeeper which are accessible to the guests in the usual way and without specific conditions for use, and to the usual operation. The contracting party can exercise his rights according to the valid guidelines regarding hotels and/or guests (house rules).

8 Obligations of the contracting party

8.1 The contracting party must pay the agreed price and any additional costs arising from the use of special facilities by the contracting party and/or the guests accompanied by him, plus the legally prescribed VAT until the day of departure at the latest.

8.2 The innkeeper is not obliged to accept foreign currency. However, if the innkeeper accepts foreign currency, the currency will be accepted as payment as far as possible and at the daily rate. If the innkeeper accepts foreign currency or electronic means of payment, all related costs will be borne by the contracting party, such as information from credit card companies, etc.

8.3 The contracting party is responsible to the innkeeper for damage caused by the contractor or the guest or other persons who use the innkeeper's facilities with the knowledge and consent of the contractor.

9 Rights of the innkeeper

9.1 If the contracting party refuses to pay the agreed price or if he fails to pay, the innkeeper may exercise the statutory right of retention according to § 970c ABGB [Austrian General Civil Code] as well as the statutory right of pledge according to § 1101 ABGB [Austrian General Civil Code] on the objects brought in by the contractor or the guest. In addition, the innkeeper may exercise the right of retention and the right of pledge to insure his claims under the accommodation contract, in particular for the provision of meals, other expenses incurred by the contractor and for any claims for damages of any kind.

9.2 The innkeeper is at all times (also in the interim) authorized to settle the services provided by him.

10 Obligations of the innkeeper

10.1 The innkeeper must deliver the agreed goods in a size sufficient for his standard.

10.2 Special facilities of the innkeeper that must be marked and which are not included in the price of the stay are, for example:

- a) special offers of the innkeeper, which charged separately can be, such as, for example, the provision of lounges, sauna, indoor pool, solarium, garage, etc.;
- b) for the provision of additional or children's beds a lower price is requested.

11 Liability of the innkeeper for damage to objects brought in

11.1 The innkeeper is liable for objects brought in by the contracting party in accordance with §§ 970 ff. ABGB [Austrian General Civil Code]. The innkeeper's liability only applies if the objects are handed over to the innkeeper or to persons authorized by him or have been taken to a place designated or intended for this purpose by the innkeeper or persons authorized by the innkeeper. Insofar as the innkeeper cannot provide proof, the innkeeper is responsible for his own fault or the fault of his staff as well as of the incoming and outgoing persons. According to § 970 para. 1 ABGB [Austrian General Civil Code] the innkeeper is only liable up to the amount determined in the Kingdom Act of November 16, 1921 on the liability of innkeepers and other entrepreneurs in the also valid version. If the contracting party or the guest does not immediately follow the innkeeper's request to deposit the objects in a special storage place, the innkeeper is released from liability. The amount of any liability of the innkeeper is limited to the maximum by the amount of the civil liability insurance of the innkeeper. Any debt of the contractor or the guest must be taken into account.

11.2 The innkeeper is not liable for simple negligence. If the contractor is an entrepreneur, liability for gross negligence is also excluded. In this case, the burden of proof for the existence of a debt rests with the contractor. Consequential or indirect damage as well as unrealized profits will not be reimbursed under any circumstances.

11.3 The innkeeper is only liable for valuables, money and securities

up to an amount of currently € 550.00. The innkeeper is only liable for further damage if he has taken over these items for safekeeping in knowledge of their condition or if the damage was caused by himself or by his staff. The limitation of liability applies in accordance with 12.1 and 12.2.

11.4 The innkeeper may keep valuables, money and securities refuse to in the case of objects of essential value that the innkeeper's guests normally give for safekeeping.

11.5 If the safekeeping has been accepted, liability is nevertheless excluded in

the event that the contracting party and/or the guest does not immediately notify the innkeeper of the damage caused upon discovery. In addition, these claims must be brought before the competent court within three years from the date of knowledge by the contracting party or guest, otherwise this right will lose its validity.

12 Limitations of liability

12.1 If the contracting party is a consumer, the innkeeper's liability for simple negligence, with the exception of personal injury, is excluded.

12.2 If the contracting party is an entrepreneur, the innkeeper's liability for simple negligence and gross negligence is excluded. In this case, the burden of proof for the existence of a debt rests with the contractor. Consequential damage, immaterial damage or indirect damage as well as unrealized profits are not compensated. The damage to be compensated is in any case limited by the amount of the negative interest.

13 Keeping pets

13.1 Pets are not allowed in the hotel.

14 Extension of stay

14.1 The contracting party cannot claim that his stay is extended. However, if the contractor announces in time that he wishes to extend his stay, the innkeeper can agree to the extension of the accommodation contract. However, the innkeeper is not obliged to extend the accommodation contract.

14.2 If the contracting party is unable to leave the accommodation on the day of departure because, due to unforeseen, extraordinary circumstances (e.g. extreme snowfall, flooding, etc.), all possibilities to leave are blocked or unusable, the accommodation agreement will be automatically extended in order to the duration of the impossibility of departure. However, a reduction of the price for this time is only possible if the contracting party is unable to use all the facilities offered by the innkeeper due to the extraordinary weather conditions. The innkeeper has the right to charge at least the price that corresponds to the price normally calculated for the mid-season.

15 Termination of the residence agreement – premature dissolution

15.1 If the residence agreement has been concluded for a definite period, the residence agreement will end after the period specified in the agreement has expired.

15.2 If the guest leaves early, the innkeeper is authorized to charge the full agreed price. The innkeeper can reduce the price by the costs which he saves as a result of not using his facilities or can obtain by renting the ordered rooms to third parties. Savings are only possible if, at the time of non-use of the rooms rented by the guest, the innkeeper has fully rented out all other rooms and can rent the room to further guests on the basis of the contracting party's cancellation. The burden of proof of the savings rests with the contractor.

15.3 When a guest dies, the accommodation contract with the innkeeper ends.

15.4 If the accommodation contract has been concluded for an indefinite period of time, the contracting party and the innkeeper may terminate the contract until 10:00 am on the third day before the planned end of the contract.

15.5 The innkeeper is entitled to immediately terminate the accommodation contract, provided that there is an important reason for the termination, in particular if the contracting party or the guest

- a) makes significant adverse use of the rooms or through his ruthless, obnoxious or otherwise grossly inappropriate behavior spoils the coexistence of the other guests, the owner, his staff or their the innkeeper's business
- third parties living or commits a criminal act on the part of these persons, their property, morality or physical safety;
- b) a contagious disease or a disease that continues for longer than the duration of the residence contract, is contracted or becomes in need of care;
- c) the invoices submitted and payable have not been paid within a reasonable period (3 days).

15.6 If the contract cannot be fulfilled due to an event classifiable as force majeure (e.g. elementary events, strike, lock-out, official decisions, etc.), the innkeeper the accommodation contract at any time without observing the may terminate notice period, if the contract is the law is not already canceled or the innkeeper is released from his obligation to make rooms available to guests. Any claims for damages, etc. by the contractor are excluded.

16 Illness or death of a guest

16.1 If a guest becomes ill during his stay with the innkeeper, the innkeeper must provide medical care at the request of the guest. If there is a threat, the innkeeper can also provide medical care without the guest's request, especially if medical care is necessary and the guest is not able to express his wishes himself.

16.2 As long as the guest is unable to make decisions or the guest's family could not be reached, the innkeeper will provide medical care at the guest's expense. However, the scope of these care measures ends when the guest can again make decisions about whether his family could be informed of the illness.

16.3 The innkeeper may claim compensation from the contractor or the guest or, in the event of death, from his successors in title, in particular for the following costs:

- a) unpaid medical bills, costs for patient transport, medicines and medicines;
- b) necessary disinfection of the room(s);
- c) linen, bed linen and bath furnishings that can no longer be used or for the disinfection or thorough cleaning of these objects;
- d) repairing walls, room furnishings, carpets, etc., insofar as they have been in contaminated or damaged connection with the illness or death
- ;
- e) room rent, insofar as the rooms were used by the guest, plus any days on which the rooms could not be used due to disinfection, eviction, etc.;
- f) any other damage incurred by the innkeeper.

17 Place of delivery, place of jurisdiction and choice of law

17.1 Place of delivery is the place where the innkeeper has his business.

17.2 This agreement is governed by Austrian procedural and substantive law. Regulations of private international law (in particular the IPRG [law on private international law] and the EV [law applicable to debt contracts] as well as UN sales law do not apply.

17.3 If the contractors are both entrepreneurs, is the exclusive jurisdiction of the courts of the seat of the innkeeper, provided that the landlord additionally authorized to be right also to assert at any other locally responsible court.

17.4 If the accommodation agreement with a contractor consumer and his permanent address or usual residence in Austria, actions against the consumer may only be set in the domicile, habitual residence or the consumer's workplace.

17.5 If the accommodation agreement with a Party that is consumer domiciled in a Member State in the European Union (excluding East Kingdom), Iceland, Norway or Switzerland, complaints against the consumer can only be brought before the local and commercially competent court of the consumer's domicile.

18 Other provisions

18.1 Unless otherwise provided in the above provisions, the duration of a term begins with the delivery of the document in which this term is laid down to the contracting parties, who must observe the term. When calculating a term in days, the day of the time or event is not counted, after which the duration of the term starts. Periods calculated according to weeks or months refer to those days of the week or month which correspond by name or number to the day on which the period begins. If this day is missing in that month, the term refers to the last day of the month.

18.2 Declarations must be received by the other contracting party on the last day of the term (24 hours at the latest).

18.3 The innkeeper is authorized to set off claims of the contracting party against his own claims. The contractor is not entitled to set off its own claims against the innkeeper's claims, unless the innkeeper is unable to pay or the contractor's claim has been established by a court or recognized by the innkeeper.

18.4 In the event that these regulations are not complete, the corresponding statutory provisions shall apply.