

**GENERAL TERMS AND CONDITIONS FOR THE HOTEL
INDUSTRY 2006 (AGBH 2006)**

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§ 1 Scope of Application

1.1 These General Terms and Conditions for the Hotel Industry (hereinafter “AGBH 2006”) replace the previous ÖHVB in the version dated 23 September 1981.

1.2 The AGBH 2006 do not exclude special agreements. The AGBH 2006 apply subsidiarily to individually negotiated agreements.

§ 2 Definitions

“Accommodation Provider”: A natural or legal person who accommodates guests in exchange for payment.

“Guest”: A natural person who makes use of accommodation. The guest is usually also the contracting party. Persons arriving together with the guest (e.g., family members, friends) are also considered guests.

“Contracting Party”: A natural or legal person, domestic or foreign, who concludes an accommodation agreement as a guest or on behalf of a guest.

“Consumer” and “Entrepreneur”: Terms as defined in the Austrian Consumer Protection Act (KSchG), as amended.

“Accommodation Agreement”: The contract concluded between the accommodation provider and the contracting party, the detailed content of which is defined in these provisions.

§ 3 Conclusion of the Contract – Advance Payment

3.1 The accommodation agreement is concluded when the accommodation provider accepts the contracting party’s booking. Electronic declarations are deemed received when the party for whom they are intended can reasonably retrieve them under normal circumstances during the business hours of the accommodation provider.

3.2 The accommodation provider is entitled to conclude the agreement on the condition that the contracting party pays an advance deposit. In such case, the provider must inform the contracting party of the required deposit before accepting the written or oral booking. If the contracting party agrees to the deposit (orally or in writing), the accommodation agreement is concluded upon receipt of the declaration of consent to pay the deposit by the accommodation provider.

3.3 The contracting party is obliged to pay the deposit no later than 7 days prior to arrival. The contracting party bears all costs of the money transaction (e.g., bank transfer fees). For credit and debit cards, the respective card company’s conditions apply.

3.4 The deposit constitutes a partial payment toward the agreed total price.

§ 4 Beginning and End of Accommodation

4.1 The contracting party has the right to occupy the rented rooms from 4:00 p.m. on the agreed arrival date (“arrival day”), unless the accommodation provider offers a different check-in time.

4.2 If a room is used for the first time before 6:00 a.m., the preceding night counts as the first overnight stay.

4.3 The rented rooms must be vacated by 12:00 noon on the day of departure. The accommodation provider is entitled to charge an additional day if the rooms are not vacated on time.

§ 5 Withdrawal from the Accommodation Agreement – Cancellation Fees

Withdrawal by the Accommodation Provider:

5.1 If the agreement requires a deposit and the contracting party fails to pay it in time, the accommodation provider may withdraw from the agreement without granting a grace period.

5.2 If the guest does not arrive by 6:00 p.m. on the agreed arrival day, the accommodation provider is not obliged to provide accommodation unless a later arrival time was agreed.

5.3 If the contracting party has paid a deposit (see §3.3), the rooms remain reserved until 12:00 noon on the day following the scheduled arrival day. If the deposit covers more than four days, the accommodation obligation ends at 6:00 p.m. on the fourth day, unless the guest announces a later arrival.

5.4 Up to three months before the agreed arrival day, the accommodation provider may withdraw from the agreement for objectively justified reasons unless otherwise agreed.

Withdrawal by the Contracting Party – Cancellation Fees:

5.5 Up to three months before arrival, the contracting party may withdraw without paying any cancellation fee.

5.6 Outside this period, withdrawal is possible only upon payment of the following cancellation fees: up to 1 month before arrival: 40% of the total price; up to 1 week before arrival: 70% of the total price; within the last week before arrival: 90% of the total price.

5.7 If the contracting party cannot arrive due to unforeseeable extraordinary events (e.g., extreme snowfall, flooding) that make all travel routes impossible, no fee is owed for the arrival days.

5.8 The payment obligation resumes once arrival becomes possible within three days.

§ 6 Provision of Substitute Accommodation

6.1 Any additional expenses for the substitute accommodation are borne by the accommodation provider.

§ 7 Rights of the Contracting Party

7.1 By entering into an accommodation agreement, the contracting party obtains the right to use the rented rooms, the facilities of the accommodation establishment typically available to guests without special conditions, and to receive customary service. The contracting party must exercise these rights in accordance with the house rules.

§ 8 Obligations of the Contracting Party

8.1 The contracting party must pay the agreed price including any additional charges arising from services used by the contracting party or accompanying guests, plus applicable VAT, no later than at departure.

8.2 The accommodation provider is not obliged to accept foreign currencies. If accepted, they are credited at the current exchange rate where possible. Costs associated with accepting foreign currencies or cashless payments (e.g., inquiries to credit card companies) are borne by the contracting party.

8.3 The contracting party is liable to the accommodation provider for all damages caused by themselves, the guest, or others who receive services with the contracting party's knowledge or consent.

§ 9 Rights of the Accommodation Provider

9.1 Statutory right of retention (§ 970c ABGB) and lien (§ 1101 ABGB) on items brought in by the contracting party or guest, to secure all claims including meals, expenses, and compensation claims.

9.2 For room service at unusual times (after 8:00 p.m. or before 6:00 a.m.), an additional fee may be charged, displayed on the room price list; service may be refused for operational reasons.

9.3 The accommodation provider may issue interim invoices at any time.

§ 10 Obligations of the Accommodation Provider

10.1 Provision of agreed services consistent with the establishment's standard.

10.2 Special services not included in the accommodation price may be charged separately (e.g., lounges, sauna, indoor pool, swimming pool, solarium, garage; reduced rates for extra or children's beds).

§ 11 Liability of the Accommodation Provider for Items Brought In

11.1 Liability under §§ 970 ff ABGB for items brought in, limited to statutory maximums; liability applies where items are handed over to staff or stored at designated locations;

contributory negligence considered; maximum liability limited to insurance coverage; no liability if request to store items in designated place is not followed.

11.2 For valuables, money, and securities, liability only up to €550, unless expressly accepted for safekeeping or fault by provider/staff; limitations per §§12.1–12.2 apply accordingly.

11.3 The provider may refuse safekeeping of exceptionally valuable items.

§ 12 Limitations of Liability

12.1 Where the contracting party is an entrepreneur, liability for slight and gross negligence is excluded; burden of proof for fault lies with the contracting party; no compensation for consequential, immaterial, or indirect damages nor for lost profits; compensation limited to the reliance interest.

§ 13 Keeping of Animals

13.1 Animals may only be brought with prior approval and possibly upon payment of a separate fee.

13.2 Animals must be properly supervised or placed in appropriate care at the contracting party's expense.

13.3 Valid animal liability or personal liability insurance covering animal-caused damages must be held; proof must be provided on request.

13.4 Contracting party and insurer are jointly and severally liable for damage caused by animals, including third-party claims borne by the provider.

13.5 Animals are not permitted in lounges, common rooms, restaurant areas, or wellness facilities.

§ 14 Extension of Accommodation

14.1 No entitlement to extension; extension only by consent of the accommodation provider.

14.2 If departure is impossible due to extraordinary events, the agreement is automatically extended for the duration; possible price reduction only if services cannot be fully used; at least low-season rate may be charged.

§ 15 Termination of the Accommodation Agreement – Premature Dissolution

15.1 Fixed-term agreements end upon expiry of the term.

15.2 Agreement ends upon the death of the guest.

15.3 For indefinite-term agreements, either party may terminate by 10:00 a.m. on the third day before the intended termination date.

15.4 Immediate termination by the provider for important reasons (detrimental use/behavior; contagious illness/need for care; non-payment within 3 days after due date).

15.5 In case of force majeure, the provider may terminate at any time without notice; damages claims by the contracting party are excluded.

§ 16 Illness or Death of the Guest

16.1 Medical care arranged on request; in imminent danger, arranged even without explicit request.

16.2 If the guest cannot decide and relatives cannot be contacted, treatment is arranged at the guest's expense until the guest can decide or relatives are informed.

16.3 Reimbursement claims include medical costs and transport, disinfection, unusable linens/bedding/furnishings, restoration of affected areas, room charges including downtime, and any other damages.

§ 17 Place of Performance, Jurisdiction, Choice of Law

17.1 Place of performance: location of the accommodation establishment.

17.2 Austrian substantive and procedural law applies; conflict-of-law rules and CISG excluded.

17.3 B2B: exclusive jurisdiction at the provider's seat; provider may also sue at any other competent court.

17.4 Consumers domiciled in Austria: claims only at domicile, habitual residence, or place of employment of the consumer.

17.5 Consumers domiciled in EU (except Austria), Iceland, Norway, Switzerland: exclusive jurisdiction at the consumer's domicile.

§ 18 Miscellaneous

18.1 Deadlines begin upon delivery of the relevant notice unless otherwise provided; for day-based deadlines, the day of delivery is not counted; week/month deadlines refer to the day matching the designation/number of the start day.

18.2 Declarations must reach the other party by 24:00 on the final day of the deadline.

18.3 The provider may offset claims of the contracting party; the contracting party may offset only if the provider is insolvent or the claim is legally established or acknowledged.

18.4 Statutory provisions apply to any gaps.