

General Terms and Conditions Kapferer and Kapferer Tourismus GmbH

§ 1 Scope of application

1.1 These General Terms and Conditions for the hotel industry (hereinafter referred to as "AGBH 2006") replace the previous ÖHVB in the version of 23 September 1981. 1.2 The AGBH 2006 do not exclude special agreements. The AGBH 2006 are subsidiary to individual agreements.

§ 2 Definitions

2.1 Definitions:

"Proprietor" shall mean a natural or legal person who legal person who accommodates guests in return for payment.

"Guest": means a natural person who makes use of accommodation. The guest is usually also a contracting party. A guest shall also be considered to be those persons who arrive with the contracting party (e.g., family members, friends etc.).

"Contractual partner/party": Is a natural or legal person of the at home or abroad who enters a guest or for a guest concludes an accommodation contract.

"Consumer" and "Entrepreneur": The terms are to be understood in the sense of the Consumer Protection Act 1979 as amended understood.

"Accommodation contract": Is the contract concluded between the accommodation and the party, the content of which is the contracting party, the content of which is regulated in more detail below.

§ 3 Conclusion of Contract – Deposit

3.1 The accommodation agreement shall be concluded upon the proprietor's acceptance of the party's order by the proprietor. Electronic declarations shall be considered received if the party for whom they are intended is able to retrieve them under ordinary circumstances and the receipt takes place during the published business hours of the proprietor.

3.2 The proprietor shall be entitled to conclude the accommodation agreement on the condition that the party makes a down payment. In this case the proprietor shall, prior to accepting the written or oral order of the party, inform the party of the required downpayment. If the Party agrees to the down payment (in writing or orally) the accommodation contract shall come into force upon receipt of the declaration of agreement on the payment of the down payment by the proprietor.

3.3 The party shall be obliged to pay the down payment no later than 7 days (date received) prior to the accommodation. The costs of the money transaction (e.g., transfer charges) shall be borne by the party. For credit and debit cards the respective terms and conditions of the card companies shall apply.

3.4 The deposit is a partial payment on the agreed fee.

§ 4 Start and end of the accommodation

4.1 The party shall have the right if the Proprietor does not offer any other reference time, to move in the rented rooms from 4.00 p.m. on the agreed day ("day of arrival").

4.2 If a room is occupied for the first time before 6.00 a.m. the previous night shall count as the first overnight stay.

4.3 The rented rooms shall be vacated by the contracting party by 12.00 noon on the day of departure. The proprietor shall be entitled to charge for another day if the rented rooms are not vacated in time.

§ 5 Withdrawal from the accommodation agreement - cancellation fee

Cancellation by the proprietor

5.1 If the accommodation agreement provides for a down payment and the down payment has not been paid by the party in time, the proprietor may rescind the

accommodation agreement without the proprietor may withdraw from the accommodation agreement without granting a grace period.

5.2 If the guest does not arrive by 6 p.m. on the agreed date of arrival, the proprietor shall not be obliged to accommodate the guest, unless a later time of arrival has been agreed upon.

5.3 If the contractual party has made a down payment (see 3.3), on the other hand the proprietor shall reserve at the latest until 12.00 noon on the day following the agreed date of arrival. In the case of advance payment of more than four days, the obligation to provide accommodation shall end at 6 p.m. on the fourth day, the day of arrival being the first day, unless the guest gives notice of a later arrival day.

5.4 Up to 3 months before the agreed date of arrival of the party at the latest, the accommodation agreement can be terminated by the proprietor for objectively justified reasons, unless otherwise agreed, by unilateral declaration.

Cancellation by the party - cancellation fee

5.5 The accommodation agreement may be cancelled by the party no later than 3 months prior to the agreed date of arrival of the guest. The contract may be cancelled by the proprietor without payment of a cancellation fee by unilateral declaration.

5.6 Outside the period stipulated in § 5.5, a cancellation by unilateral declaration of the party is only possible upon payment of the following cancellation fees:

up to 3 months	3 months up to 1 month	1 month up to 1 week	in the last week
no cancellation fee	40%	70%	90%

5.7 If the party is unable to arrive at the accommodating establishment on the day of arrival due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, floods, etc.). The contracting party shall not be obliged to pay the agreed fee for the days of arrival.

5.8 The obligation to pay for the booked stay shall be revived as of the date of arrival if the arrival becomes possible again within three days.

§ 6 Provision of substitute accommodation

6.1 The proprietor may provide the party or the guests with adequate substitute accommodation of the same quality. If this is reasonable for the party, in particular if the deviation is minor and objectively justified.

6.2 An objective justification is given, for example, if the room(s) has (have) become unusable, guests who have already been accommodated extend their stay, there is an overbooking or other important operational measures require this step.

6.3 Any additional expenses for the substitute accommodation shall be borne by the proprietor.

§ 7 Rights of the party

7.1 By concluding an accommodation agreement, the party shall acquire the right to the customary use of the rented rooms, the facilities of the accommodation establishment which are usually and without special conditions accessible to the guests for their use, and to the

customary service. The contracting party shall follow its rights in accordance with any hotel and/or guest guidelines (house rules).

§ 8 Obligations of the contracting party

8.1 The contracting party shall be obliged to pay the agreed remuneration plus any additional amounts which have accrued due to separate use of services by himself and/or the guests accompanying him plus statutory value added tax.

8.2 The proprietor shall not be obliged to accept foreign currencies. If foreign currencies, they shall be accepted in payment at the exchange rate of the day, if possible, rate of exchange. Should the proprietor accept foreign currencies or cashless means of payment, the party shall bear all related costs, such as costs in connection therewith, such as enquiries with credit card companies, telegrams, etc.

8.3 The party shall be liable to the proprietor for any damage suffered by the party or the guest or any other person who accepts the proprietor's services with the knowledge or will services of the proprietor.

§ 9 Rights of the proprietor

9.1 If the party refuses to pay the agreed remuneration or is in arrears, the proprietor shall be entitled to the statutory right of retention pursuant to § 970c ABGB as well as the statutory right of lien pursuant to § 1101 ABGB to the items brought in by the party or the guest. The Proprietor shall furthermore be entitled to this right of retention or lien to secure his claim arising from the accommodation contract, in particular for catering, other expenses incurred for the party and for any claims for compensation of any kind.

9.2 If the service is provided in the party's room or at unusual times of the day (after 8.00 p.m. and before 6.00 a.m.), the proprietor shall be entitled to charge a special fee for this. However, this special charge shall be indicated on the room rate card. The proprietor may also refuse these services for operational reasons.

9.3 The proprietor shall be entitled to invoice or interim its services at any time.

§ 10 Duties of the proprietor

10.1 The proprietor shall be obliged to provide the agreed services to the extent of its to the extent corresponding to his standard.

10.2 Special services of the proprietor that are not included in the accommodation fee and that are subject to a charge are exemplary:

Special accommodation services that may be charged separately, such as the provision of lounges, sauna, indoor swimming pool, swimming pool, solarium, garaging, etc.

for the provision of extra beds or children's beds, a reduced price will be charged.

§ 11 Liability of the Proprietor for damage to brought-in items

11.1 The proprietor shall be liable pursuant to §§ 970 et seq. of the Austrian General Civil Code (ABGB) for the things brought in by the party. The proprietor shall only be liable if the items are handed over to the proprietor or to the persons authorized by the proprietor or to a place designated for this purpose by the latter. If the proprietor is unable to furnish proof, the proprietor shall be liable for his own fault or the fault of his staff as well as for the fault of the persons leaving and arriving. Pursuant to § 970 para 1 ABGB, the accommodation provider shall be liable at most up to the amount stipulated in the Federal Act of 16 November 1921 on the Liability of Innkeepers and Other Entrepreneurs, as amended from time to time. If the contracting party or the guest fails to comply with the request of the proprietor to deposit his or her belongings in a special place of safekeeping, the proprietor shall be released from any liability. The amount of any liability of the proprietor shall be limited to the maximum liability insurance sum of the respective accommodation provider. Any fault of the of the party or guest shall be considered.

11.2 The proprietor shall not be liable for slight negligence. If the party is an entrepreneur, liability shall also be excluded for gross negligence. In such a case, the party shall bear the burden of proving the existence of fault. Consequential or indirect damages as well as lost profits shall not be compensated under any circumstances.

11.3 The proprietor shall only be liable for valuables, money and securities up to an amount of currently € 550, --. The proprietor shall only be liable for any further damage only in the event that the proprietor has taken in over these items for safekeeping or if the damage was caused by himself or one of his staff. The limitation of liability according to 12.1 and 12.2 shall apply *mutatis mutandis*.

11.4 The proprietor may refuse the safekeeping of valuables, money, and securities if they are of material objects that are considerably more valuable than the objects stored by the guests of the accommodating establishment concerned usually leave in safekeeping.

11.5 Liability shall be excluded in any case of assumed safekeeping if the party and/or guest does not immediately notify the proprietor of the damage to the proprietor without undue delay. Moreover, these claims shall be asserted in court within three years from the date of knowledge or possible knowledge by the party and/or guest; otherwise, the right shall be extinguished.

§ 12 Limitation of liability

12.1 If the party is a consumer, the proprietor shall not be liable for slight negligence, except for personal injury.

12.2 If the party is an entrepreneur, the proprietor shall not be liable for slight and gross negligence. In this case, the party shall bear the burden of proof for the existence of fault. Consequential damage, intangible damage or indirect damage as well as lost not be compensated. The damages to be compensated shall in any case be limited to the amount of the trust interest.

§ 13 Keeping of animals

13.1 Animals may only be brought into the accommodating establishment with the prior consent of the proprietor and in return for special remuneration.

13.2 The party bringing an animal shall be obliged to keep the animal in proper custody or to supervise it during his stay or to have it kept or supervised by suitable third party at its own expense.

13.3 The contracting party or guest taking an animal with them must have appropriate pet liability insurance or private liability insurance, which also covers damage caused by animals. Proof of the insurance shall be provided upon the request of the proprietor.

13.4 The party or its insurer shall be jointly and severally liable to the proprietor for any damage caused by animals brought along. The damage shall in particular also include any compensation to be paid by the proprietor has to pay to third parties.

13.5 Animals shall not be allowed in the lounges, public rooms, restaurant rooms and wellness areas.

§ 14 Extension of the accommodation

14.1 The contracting party shall not be entitled to have its stay be extended. If the party gives notice of its wish to extend the stay in time, the proprietor may agree to the extension of the accommodation agreement. The proprietor shall not be obliged to do so.

14.2 If the party is not able to leave the accommodating establishment on the day of departure because due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, floods, etc.), all possibilities of departure the accommodation contract is automatically extended for the duration of the impossibility of departure. A reduction of the fee for this period time shall only be possible if the party does not use the services offered by the accommodating establishment as a result of the extraordinary weather conditions. The

proprietor shall be entitled to demand at least the fee that corresponds to the price usually charged in the off-season.

§ 15 Termination of the accommodation agreement - early termination

15.1 If the accommodation agreement has been concluded for a definite period of time, it shall end upon expiry of time.

15.2 If the party departs early, the proprietor shall be entitled to claim the full agreed remuneration. The proprietor shall deduct what it has saved as a result of not making use of the services offered by the proprietor, or what he/she has obtained by letting the reserved rooms to other parties. A savings shall only be considered to exist if the accommodation provider is fully occupied at the time of the guest's non-use of the rooms and the room can be let to other guests due to the cancellation of the contracting party. The burden of proof of the savings shall be borne by the contracting party.

15.3 The death of a guest shall terminate the agreement with the proprietor.

15.4 If the accommodation agreement has been concluded for an indefinite period of time, the parties may terminate the agreement until 10.00 a.m. of the third day before the intended end of the agreement.

15.5 The proprietor shall be entitled to terminate the accommodation agreement with immediate effect for an important reason, in particular if the party or the guest:

a) makes considerably detrimental use of the premises or, by his inconsiderate, offensive or otherwise grossly improper behavior, causes the other guests, the owner, the owner's staff or third parties staying in the accommodation establishment to live together or commits an offence punishable by law against property, morality or physical safety; towards these persons

b) is afflicted with a contagious disease or a disease which exceeds the duration of the accommodation or is otherwise in need of care.

c) does not pay the submitted invoices when due within a reasonable period of time (3 days).

15.6 If the performance of the contract becomes impossible due to an event deemed to be force majeure (e.g. natural disasters, strike, lockout, official decrees, etc.) the proprietor may terminate the accommodation agreement at any time without observing a notice, unless the contract is already deemed to be terminated by law or the proprietor is released from his obligation to provide accommodation. Any claims for damages etc. of the party shall be excluded.

§ 16. Illness or death of the guest

16.1 If a guest falls ill during his/her stay at the accommodating establishment, the proprietor shall, at the request of the guest, arrange for medical care. In case of imminent danger, the proprietor shall arrange for medical care without request of the guest, in particular if this is necessary and the guest is not able to do so himself.

16.2 As long as the guest is unable to make decisions or the relatives of the guest cannot be contacted, the proprietor will, arrange for medical treatment at the expense of the guest. The scope of these care measures shall, however, end at the time when the guest is able to make decisions, or the relatives have been informed of the case of illness.

16.3 The proprietor shall be entitled to claim compensation from the party and the guest or in the event of death against their legal successors, in particular for the following costs:

outstanding medical costs, costs for ambulance transport, medication, and medical aids,
room disinfection that has become necessary,

laundry, bed linen and bed furnishings that have become unusable, otherwise for the disinfection or thorough cleaning of all these items,

restoration of walls, furnishings, carpets, etc., as far as they have been soiled or damaged in connection with the illness or death,

room rent, as far as the room was occupied by the guest, plus any days that the rooms are unusable due to disinfection, evacuation, or other reasons,

any other damages incurred by the proprietor.

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

17.1 The place of performance shall be the place where the accommodating establishment is located.

17.2 This agreement shall be governed by Austrian formal and substantive law to the exclusion of the rules of international private law (esp. IPRG and EVÜ) as well as UN sales law.

17.3 The exclusive place of authority for bilateral business transactions shall be the registered office of the proprietor, while the proprietor shall also be entitled to assert its rights at any other rights at any other local court having authority over the subject matter.

17.4 If the accommodation agreement was concluded with a party that is a consumer and has his or her place of residence or habitual abode in Austria, against the consumer may only be brought at the consumer's place of residence, habitual place of residence or place of employment of the consumer.

17.5 If the accommodation agreement has been concluded with a party that is a consumer and who is domiciled in a member state of the European Union (except for Austria), Iceland, Norway or Switzerland, the court of the consumer's place of residence shall have exclusive jurisdiction for actions against the consumer.

§ 18 Miscellaneous

18.1 Unless the above provisions provide otherwise, the period shall begin to run upon of a time limit of a time limit begins with the delivery of document ordering the time limit of the party, who must observe the time limit. In calculating a time limit which is the days the day shall not be included in the calculation on which the time falls according to which the beginning of the period is to be determined. Time limits determined by weeks or months refer to that day of the week or month which, by its name or number, corresponds to the day from which the time limit is to be counted. If this day is missing in the month, the last day of that month shall be decisive.

18.2 Declarations must be received by the other party on the last day of the deadline (midnight).

18.3 The proprietor shall be entitled to set off its own claims against those of the party. The party shall not be entitled to set off its own claims against of the proprietor's claims unless the proprietor is in default of payment, the proprietor is insolvent, or the party's claims has been judicially determined or established by a court or acknowledged by the proprietor.

18.4 In the event of any loopholes, the relevant statutory provisions shall apply.