



GENERAL TERMS AND CONDITIONS OF BUSINESS
OF PALAIS COBURG RESIDENZ GMBH
HOTEL DIVISION

The following Austrian Hotel Terms and Conditions (AHTC) shall apply to all accommodation contracts between Palais Coburg Residenz GmbH and guests.

§ 1 General

The (general) Austrian Hotel Terms and Conditions represent the terms of contract under which Austrian hotels generally conclude accommodation contracts with their guests. The Austrian Hotel Terms and Conditions do not exclude special agreements.

§ 2 Contractual Partners

(1) In case of doubt, the contractual partner of the party providing accommodation is the person booking the accommodation, even if this person has booked the accommodation in the name of or together with a third party.

(2) The persons taking the accommodation are guests within the meaning of the terms and conditions of contract.

§ 3 Closing of Contract, Down Payment

(1) The accommodation contract is generally closed through acceptance by the host of the guest's written or verbal booking.

(2) A down payment by the guest may be agreed.

(3) The host may also demand that the entire agreed price be paid in advance.

(4) In order for a booking to be effective, the guest must state his credit card number and its expiry date together with the booking on demand.

(5) Group or company bookings can only be confirmed after receipt of a down payment in the amount of 25% of the agreed total price.

§ 4 Beginning and End of Accommodation



- (1) The guest has the right to use the booked rooms as of 2 p.m. on the agreed arrival date.
- (2) If the guest does not arrive before 6 p.m. on the agreed arrival date, the host shall be entitled to cancel the contract unless a later arrival time has been agreed.
- (3) However, if the guest has made a down payment, the booked room(s) shall remain reserved until not later than until 12 noon the next day.
- (4) If a room is first used before 6 a.m., the preceding night shall be counted as the first night.
- (5) The guest must vacate the room(s) before 12 noon on the day of departure.

§ 5 Cancellation of the Accommodation Contract

- (1) The accommodation contract may be cancelled by unilateral declaration by either party to the contract until not later than 14 days prior to the agreed arrival date. If the guest cancels the contract, he shall be under obligation to pay a cancellation fee in the amount of 30% of the room price. The declaration of cancellation must be received by the contractual party not later than 14 days prior to the agreed arrival date (post, fax, mail).
- (2) The accommodation contract may be cancelled by unilateral declaration by either party to the contract until not later than 7 days prior to the agreed arrival date. If the guest cancels the contract and no substitute can be found, the guest shall be under obligation to pay a cancellation fee in the amount of 50% of the room price.
The declaration of cancellation must be received by the contractual party not later than 7 days prior to the agreed arrival date (post, fax, mail). If the host receives the guest's cancellation within 7 days of the agreed arrival date, a cancellation fee in the amount of the full room price for the agreed total duration of stay shall be payable.
- (3) If the guest does not appear before 6 p.m. on the agreed arrival date, the host shall be entitled to cancel the contract unless a later arrival time has been agreed.
- (4) However, if the guest has made a down payment, the booked room(s) shall remain reserved until not later than until 12 noon the next day.
- (5) Even if the guest does not make use of the booked rooms or services, he shall be under obligation to pay the agreed price to the host. However, the host must deduct any amount that he has saved as a result of non-use of the services, or received as a result of letting the



rooms to another party. Based on experience, the savings resulting from non-use of the service amount to 20 percent of the room price and 30 percent of the price for meals.

(6) It is up to the host to try to find another guest for the unused rooms in accordance with the circumstances (§ 1107 Austrian Civil Code). If the host succeeds in selling the cancelled services to a third party at the same conditions, the cancellation fee shall be reduced to up to 30% of the price of room and board. The terms of cancellation set out in par. 1, 2, and 5 are non-binding recommendations within the meaning of §§ 31ff, Austrian Restrictive Trade Practices Act, which have been notified to the Supreme Court in Vienna as the Restrictive Practice Court under the file number 26 Kt 79/03.

§ 6 Provision of Alternative Accommodation

(1) The host may offer the guest an adequate alternative accommodation if this is reasonable, in particular because the deviation is minor and materially justified.

(2) Such an alternative may be materially justified for example if the room(s) have become unusable, guests already staying there extend their stay, or other important operational measures make such a step necessary.

(3) Any additional expenses for the alternative accommodation shall be paid by the host.

§ 7 Guest's Rights

(1) With the closing of an accommodation contract, the guest acquires the right to make the usual use of the rented rooms, those facilities of the hotel that are normally available for the guests' use without special conditions, and the usual service.

(2) The guest has the right to use the rented rooms from 2 p.m. on the agreed date.

(3) If full board or half board has been agreed, the guest has the right to receive a reasonable substitute (lunch packet) or voucher for unconsumed meals, provided he has informed the hotel thereof within good time, i.e. before 6 p.m. of the previous evening.

(4) Otherwise the guest shall not be entitled to any compensation if the host is willing to serve and the guest fails to take the agreed meals within the usual times and in the rooms provided for this purpose.



§ 8 Guest's Obligations

(1) The agreed price is payable on termination of the accommodation contract. Foreign currencies shall be accepted as payment at the exchange rate of the day, where possible. The host is not under obligation to accept non-cash payments such as cheques, credit cards, coupons, vouchers, etc.

Any costs incurred by the acceptance of such securities, e.g. for telegrams, inquiries, etc., shall be charged to the guest.

(2) If food or beverages are available in the hotel, but are brought in and consumed in public rooms, the host shall be entitled to charge a reasonable fee (so-called "cork money" for beverages).

(3) The host's approval is required before electrical appliances are used that have been brought along by the guests and are not part of a traveller's usual luggage.

(4) The statutory provisions relating to compensation for damages shall apply to any damage caused by the guest. Therefore the guest shall be liable for any damage or disadvantage caused to the host or third parties through his fault or through the fault of his companions or other person for whom he is responsible. This shall also apply in the event that the damaged party is entitled to claim damages directly from the host.

§ 9 Host's Rights

(1) If a guest refused to pay the agreed price or is in arrears with payments, the owner of the hotel shall be entitled to retain objects brought in by the guest as a security for his claim from the accommodation and board, as well as his cash expenses. (§ 970 c, Austrian Civil Code, statutory retaining lien)

(2) To secure the agreed price, the host has a lien on the objects brought in by the guest. (§ 1101, Austrian Civil Code, statutory lien.)

(3) If the guest requires room service or service at unusual times of day, the host shall be entitled to demand a special fee for such service; this special fee must be published with the room prices. The host may refuse to provide such services for operational reasons.

§ 10 Host's Obligations

(1) The host is under obligation to provide the agreed services within the scope corresponding to the standard.

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(2) Special services by the host that must be posted and are not included in the price of accommodation:

- a) Special accommodation services that can be invoiced separately, such as the provision of salons, sauna and indoor pool, swimming pool, solarium, floor bath, garage, etc.
- b) a reduced price is invoiced for the provision of additional beds or cots.

(3) The posted prices must be inclusive of VAT.

§ 11 Host's Liability for Damages

(1) The host shall be liable for damages incurred to a guest if the damage was caused within the scope of his operations and he or one of his employees is at fault (intent or gross negligence). If the guest is not a consumer as set out in the Consumer Protection Act and the guest is partly to blame, the host's liability for damages incurred to the guest through gross negligence on the part of the host or his employees is excluded.

(2) Liability for objects brought in by the guest. Moreover the host as the keeper shall be liable for objects brought in by the accommodated guests up to a total value of € 1,100.00, unless he is able to prove that the damage was caused neither by himself or one of his employees, nor by a third party with access to the building. Under these circumstances the host shall be liable for valuables, cash and securities up to a maximum value of € 550.00, unless he was aware of their nature when he took such objects into his safekeeping, or the damage was caused by himself or his employees and he is therefore fully liable. A posted refusal to accept liability has no legal effect.

The safekeeping of valuables, cash and securities may be refused if the objects are considerably more valuable than the objects usually handed over by guests for safekeeping. Agreements according to which liability is reduced to a lower level than the one stated in the paragraphs above are invalid. Objects shall be considered handed over for safekeeping if they have been handed over to a person employed by the hotel, or if they have been placed in a location intended for this purpose and assigned by such a person. (In particular §§ 970 ff., Austrian Civil Code.)

(3) The host's liability for objects kept in the room safes is limited to € 20,000.00. It is prerequisite for any liability on the part of the host that the valuables are kept in a locked room safe.

§ 12 Pets

(1) Pets may only be brought into the hotel with prior permission and for a separate charge, if applicable. Animals are not permitted in the salons, public rooms and restaurant areas.



(2) The guest shall be liable for any damages caused by his pets in accordance with the statutory provisions applicable to the owners of animals (§ 1320, Austrian Civil Code).

§ 13 Extension of Stay

An extension of stay by the guest requires the approval of the host.

§ 14 Termination of Accommodation

(1) If the accommodation contract was agreed for a specified period of time, it shall end upon expiry of the agreed time. If the guest departs prematurely, the host shall be entitled to charge the full agreed price. However, it shall be up to the host to try to find another guest for the unused rooms in accordance with the circumstances. The provision set out in § 5 (5) shall apply accordingly (deduction percentage).

(2) The contract with the host shall end in the event of death of a guest.

(3) If the accommodation contract has been agreed for an indefinite period of time, the parties to the contract may terminate the contract at any time with a three-day period of notice. Notice must be received by the contractual partner before 10 a.m., otherwise the period of notice shall not commence until the next day.

(4) If the guest fails to clear his room by 12 noon, the host shall be entitled to charge the room price for one more day.

(5) The host shall be entitled to terminate the accommodation contract with immediate effect if the guest a) makes significantly detrimental use of the rooms or spoils the stay of other guests through inconsiderate, offensive or otherwise grossly indecent conduct or commits a punishable act against the property, morality or physical safety of the accommodation host and his employees or another person staying at the hotel; b) is afflicted by a contagious disease or disease of a duration exceeding the term of accommodation, or requires nursing care; c) fails to pay the presented invoice on demand within a reasonable period.

(6) If fulfilment of the contract becomes impossible due to an incident of force majeure, the contract shall be terminated. However, the accommodation host shall in this case be under obligation to return any payments already received proportionally, so that he shall not profit from the incident. (§ 1447, Austrian Civil Code)

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§ 15 Illness or Death of the Guest on the Premises

(1) If a guest becomes ill during his stay at the hotel, the host is under obligation to organise medical care for the guest if this is necessary and the guest is unable to do so himself. The host shall be entitled to the following reimbursement of costs from the guest or, in the event of death, from his legal successor in title: a) reimbursement of any medical costs not yet settled by the guest; b) costs of necessary room disinfection if ordered by the medical officer; c) replacement of any laundry, bed linen and bed furnishings that have become unusable, against surrender of these items to the legal successor in title, otherwise reimbursement of the costs of disinfection or thorough cleaning of all such items; d) costs of restoring walls, furnishings, carpets, etc., if these were soiled or damaged in connection with the illness or death; e) room rent, inasmuch as a loss is incurred in connection with the illness or death due to temporary unusability of the rooms (at least three, at most seven days).

§ 16 Venue and Place of Jurisdiction

(1) The venue is the place in which the hotel is located.

(2) The materially and locally competent court shall be the court of jurisdiction for any disputes arising from the accommodation contract, unless a) the guest as a consumer lives or works within the country; in this case, the place of jurisdiction shall be the place specified by the guest in his registration; b) the guest as a consumer only works within the country; in this case the place of work shall be the place of jurisdiction.

§ 17 Personal data

The host processes the personal data of the guest. Further information on the processing of personal data is available at www.palais-coburg.com/en/privacy.