

General Terms and Conditions – Groups

SCOPE OF APPLICABILITY

1. These terms and conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel to the customer in this context.
2. The hotel's prior consent in written form is required if rooms provided are to be sublet or rented to a third party, or used for other than lodging purposes.
3. The customer's general terms and conditions shall apply only if these are previously expressly agreed.

CONCLUSION OF CONTRACT, PARTIES, STATUTE OF LIMITATIONS

1. The hotel and the customer are the contracting parties. The contract shall come into force upon the hotel's acceptance of the customer's offer. At its discretion, the hotel may confirm the room reservation in written form.
2. The contracting parties are the Hotel and the customer. If the customer / person placing the order is not the group organizer, or if a commercial agent or organizer is engaged as group organizer, then the group organizer is jointly liable with the customer for all obligations arising from this contract.
3. The hotel shall be responsible in accordance with statutory provisions for damages arising from intent or gross negligence. The same shall apply for damages caused by negligence and arising from damage to life, limb or health. In the case of material and financial damages caused by negligence, the hotel shall only be liable if and when a fundamental contractual duty has been breached, however such liability shall be limited to foreseeable and contractually typical damages; fundamental contractual duties being such, the fulfilment of which is substantial to the contract, and on which the customer may depend. Should any faults or shortcomings arise in the services provided by the hotel, the hotel will make every effort to correct this, if the customer has brought these to its attention or made his objections promptly known. The customer is obliged to make reasonable effort to rectify any fault or minimize any possible loss or damage, and to bring any faults or damage immediately to the hotel's attention.

4. The customer shall be liable for any damage to or in the hotel building that may be caused by event participants or visitors, by personnel, by other third parties associated with him or by himself. If the customer is an entrepreneur, he is liable independently of whether proof of blame is established by the Hotel; a consumer will only be liable if he is at fault.
5. Lost property, especially articles belonging to the guest which are left behind in the room (unless these are obviously of no value), will only be forwarded at the guest's request, risk and expense. Lost property will be kept for a period of one year, at the end of which it will be regarded as unclaimed. The hotel may therefore dispose of such articles, or destroy them, at its discretion at the end of this one-year period.

SERVICES, PRICES, PAYMENT, SET-OFF

1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
2. The customer is obligated to pay the agreed or applicable hotel prices for rooms provided and for other services accepted. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses.
3. The agreed prices include VAT in effect at the time of the conclusion of contract. If the statutory value added tax is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if four months have passed between the conclusion and fulfilment of the contract.
4. Hotel invoices not stating a due date are payable without deduction and due within ten days of receipt of the invoice. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 5 % above the base interest rate. The hotel reserves the right to prove greater damage, the client is at liberty to prove minor damage.
5. The hotel is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form in the contract.

WITHDRAWAL OF THE HOTEL

1. Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereof by the hotel with a reasonable deadline set, does not waive his right of withdrawal.

2. If an agreed advance payment or a security demanded is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.

3. Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if

- force majeure or other circumstances beyond the hotel's control render the fulfillment of the contract impossible

- rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts

- the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization

- there is a breach of the above-mentioned No 2

4. The hotel has to inform the customer immediately about a justified withdrawal.

5. The justified withdrawal by the hotel constitutes no claims for damages for the customer.

WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT) FAILURE TO USE HOTEL SERVICES (NO SHOW)

1. The customer can only withdraw from the contract concluded with the hotel, if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists or if the hotel gives its explicit consent to the withdrawal. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in written form.

2. If the rooms are not rented otherwise, the hotel can demand the contractually agreed rate. The hotel must credit the income from renting the rooms to other parties as well as for saved expenses.

3. The following cancellation fees are agreed if not specified separately in the contract:

- 40% of the total agreed price by cancellation more than 30 days before the date of arrival
- 70% of the total agreed price by cancellation more than 7 days before the date of arrival
- 90% of the total agreed price by cancellation within the last 7 days before the date of arrival
- No-Shows will be charged with 100% of the agreed price

4. The hotel reserves the right to prove greater damage, the client is at liberty to prove minor damage.

REDUCTION OF THE ROOM CONTINGENT

1. Any change to the numbers of participants that exceeds 5% must be notified to the Hotel at least 5 working days before the beginning of the event; this requires the Hotel's approval in writing.

2. The conditions of "withdrawal of the customer" are also valid for a reduction of the numbers of the participants.

3. If there are variations in numbers upwards, the actual number of participants will be invoiced.

4. If numbers of participants vary upwards or downwards by more than 10%, the Hotel is unilaterally entitled to recalculate the agreed price.

5. Should the agreed times for the arrival and departure day be adjusted, the Hotel may make an appropriate charge for its willingness to provide additional services unless the Hotel is to blame for this.

FINAL PROVISIONS

1. Any amendments or additions to this contract, the proposal acceptance or these General Terms and Conditions for Holding Events must be made in writing. Any unilateral alterations or additions by the customer shall be void.

2. Place of fulfilment, place of payment shall be the hotel's registered office

3. The sole court of jurisdiction for commercial transactions – including cheque and currency disputes – shall be the hotel's registered office. It shall also act as the place of legal jurisdiction.

4. Austrian law alone shall apply to this contract.

5. In the event of individual provisions of these General Terms and Conditions for Groups being or becoming ineffective or void, the validity of the remaining provisions hereof shall in no way be affected. Otherwise, statutory provisions shall apply.