

## **tristar Austria GmbH - General Terms and Conditions**

### **I. Scope**

1. These terms and conditions apply to contracts relating to the rental of hotel rooms for accommodation and for all other related deliveries and performances of the hotel provided for the client.
2. The client's terms and conditions are hereby excluded. They shall only apply if expressly agreed in writing in advance.
3. The client shall furthermore be obligated to inform the hotel without request and no later than on conclusion of contract if the use of the hotel is – with certainty or likely – to jeopardise the smooth business operation, security or appearance of the hotel to the public. The client agrees that cameras may be installed in the general areas of the hotel for surveillance purposes and, in the event of suspicion, recordings will remain stored until a possible judicial clarification. Otherwise, the client shall be obligated to inform the hotel in good time of the possibility that an unusually large amount of damage may occur.
4. Moreover, the additional conditions agreed on conclusion of contract shall apply.

### **II. Conclusion of contract, contract partner, limitation period**

1. The contract shall come into existence with the offer and acceptance of the same. The hotel shall be free to confirm room bookings and booked events in writing.
2. The contract partners are the hotel and the client. If a third party placed an order for the client, the client and the third party shall be jointly and severally liable to the hotel for all obligations arising from the hotel agreement, providing that the hotel has a corresponding declaration from the third party.
3. Use of the hotel rooms for purposes other than accommodation, transfer of use to third parties or subletting of the rooms requires the prior written agreement of the hotel.
4. The client shall be obligated to inform the hotel without further request, no later than on conclusion of contract, if the booking is likely to jeopardise the smooth business operation, security or appearance of the hotel to the public due to its political, religious or other nature.
5. Messages, mail, goods deliveries and materials of the client or for the client shall be handled carefully. The hotel shall be entitled to charge a fee for delivery, safekeeping and handling. The hotel shall not be liable for any damage, except in case of gross negligence or malicious intent. Items left behind by the client shall be forwarded only at the request, risk and cost of the client. The hotel shall store the items for three months; after that they shall be handed over to the local lost property office. If there is no discernible value, the hotel reserves the right to destroy the items once the storage period has expired.
6. The client may be provided with a parking space in the hotel garage or car park for a fee. In the event of loss of or damage to vehicles parked on the hotel's property, or the contents thereof, the hotel shall

be liable in accordance with the provisions in Section VII. The hotel shall not be obligated to monitor vehicles or the contents thereof. Any damage must be reported to the hotel promptly.

7. All claims against the hotel shall expire in principle one year from the start of the statutory limitation period. These reductions of the limitation period shall not apply
  - for claims based on causes resulting from malicious intent or gross negligence by the hotel - including its vicarious agents;
  - for any damage caused by negligence from loss of life, personal injury, loss of health or loss of freedom.

Sections 922 et seq. of the Austrian Civil Code (ABGB) remain unaffected.

### **III. Services, prices, payment, billing**

1. The hotel shall be obligated to perform the services ordered by the client and promised by the hotel.
2. The client shall be obligated to pay in full the hotel prices applicable or agreed upon for the room rental and other services used by him upon conclusion of the contract or at the time of utilization - subject to an extension or deferral of payment agreed upon in individual cases. This shall also apply for hotel services and outlays to third parties arranged by the client.
3. The agreed prices include the taxes and local duties applicable at the point of conclusion of contract. In the event of any changes to the statutory value added tax or the introduction, amendment or abolition of local duties on the performance object after conclusion of contract the prices shall be adjusted accordingly. Any conflicting mandatory consumer protection regulations shall remain unaffected.
4. If the client wishes to make retrospective changes to the contractually agreed services, the hotel shall be entitled to amend the agreed conditions.
5. Hotel invoices with no due date shall be payable without deduction within 14 days of receipt of invoice. The hotel shall be entitled to declare overdue amounts payable at any time and demand immediate payment. In the event of default the hotel shall be entitled to demand statutory default interest. For each reminder letter after occurrence of default the client must pay reminder costs in the amount of EUR 2.50 to the hotel. The hotel reserves the right to provide evidence of and assert a higher damage. For retrospective changes to the bill made at the request of the customer the hotel shall be entitled to charge a fixed appropriate rate handling fee.
6. If a minimum sale is agreed and this is not achieved, the hotel shall issue an invoice for the difference.
7. The client may only offset a claim of the hotel with an indisputable or legally effective claim.
8. The hotel shall be entitled to demand a reasonable advance payment or provision of security at any time. The amount of the advance payment and the payment date must be agreed in the contract in writing.

9. If after signing of the contract, circumstances become apparent which, in the hotel's opinion, shed doubt on the creditworthiness of the client, the hotel shall be entitled to withdraw from the contract or to provide the agreed services only on receipt of advance payment or provision of a security.

#### **IV. Cancellation by the client**

1. The client can only withdraw from the contract concluded with the hotel if a right of withdrawal is expressly agreed in the contract, an alternative statutory right of withdrawal exists or the hotel expressly agrees to cancellation of the contract. The agreement of a right of withdrawal and any consent to cancellation of the contract should be made in writing.
2. If a deadline is agreed in writing between the hotel and the client, up to which the contract may be cancelled free of charge, the client may cancel the contract up to that date without giving rise to any claim to payment or for damages by the hotel. The client's right of cancellation shall lapse if he does not exercise his right of cancellation against the hotel in writing by the agreed deadline. Otherwise, cancellation free of charge is excluded.

#### **V. Cancellation by the hotel**

1. If a right of cancellation free of charge up to a certain point in time was agreed in writing, the hotel shall also be entitled to withdraw from the contract without giving reasons up to this point.
2. If an advance payment due is not made on time despite the payment being requested and a deadline being set, the hotel shall be entitled to withdraw from the contract.
3. Furthermore, the hotel shall be entitled to withdraw from the contract for objectively justified reasons, such as
  - a) force majeure or other circumstances for which the hotel is not responsible which make performance of the contract impossible;
  - b) provision of misleading or false details (e.g. the identity of the client or the purpose) when booking rooms;
  - c) the hotel has justified reason to believe that use of the hotel is likely to jeopardise the smooth business operation, security or appearance of the hotel to the public, and this does not fall under the authority or organisational sphere of the hotel;
  - d) if there is a breach of Section II.3.
4. In the event of any justified withdrawal by the hotel, the client shall not be entitled to any claim for damages.

#### **VI. Provision, handover and return of rooms**

1. The client shall not be entitled to the provision of specific rooms unless this is expressly agreed in writing in the hotel agreement.
  - a) Booked rooms shall be available to the client from 3pm on the agreed date of arrival. The client shall not be entitled to earlier availability.
  - b) Unless a later arrival time has been expressly agreed or the affected room has been paid for in advance, the hotel shall be entitled to reallocate booked rooms after 6pm, without the client being entitled to assert any claims against the hotel as a result. Claims of the hotel arising from Clause V remain unaffected by this provision.
2. On the agreed date of departure hotel rooms must be cleared and made available no later than 12pm (noon). If the guest does not ensure that the rooms are available by this time, by clearing and vacating the room, the hotel may demand the full price for an additional day. All other claims for damages by the hotel remain unaffected by the payment of the room price. If the hotel has to move guests to another hotel due to late vacation of the rooms, the client shall bear all costs incurred. This shall not form the basis of any contractual claims by the client. The client shall be free to demonstrate that the claim to a usage fee does not exist or is significantly lower.

## **VII. Liability of the hotel**

1. The hotel shall be liable for any damage caused in the event of malicious intent and gross negligence - including by its vicarious agents - in accordance with the statutory provisions. This shall also apply for any damage caused by negligence from loss of life, personal injury or loss of health. The hotel and its vicarious agents shall only be liable for any damage to goods and property caused by negligence in the event that a material contractual obligation is breached, however the amount shall be limited to the kind of damage typical and foreseeable at the time of conclusion of contract; material contractual obligations are those which characterise the performance of the contract and which the client is entitled to expect. If the hotel's services are defective or faulty, the hotel shall endeavour to remedy this as soon as it becomes aware or on the complaint of the client. The client shall be obligated to contribute to a reasonable degree to rectifying the defect, to minimise the potential damage and to inform the hotel promptly of all defects and/or faults.
2. The hotel shall be liable to the client for items brought by the client in accordance with the statutory provisions of Sections 970 et seq. Austrian Civil Code (ABGB) up to a maximum amount of EUR 1,100 (VO BGBl 1921/638 idF BGBl I 2001/98). For money, securities and valuables the amount of EUR 3,500 EUR shall be replaced with an amount of EUR 550. If the guest wishes to bring money, securities and valuables with a value of more than EUR 550 or other items with a value of more than EUR 1,100 he shall require a special storage agreement with the hotel. Storage in the hotel safe or room safe is recommended. For any liability assumed by the hotel above and beyond this, the provisions of Section VII, Clause 1 apply.
3. Wake-up services shall be performed by the hotel with the greatest care. Messages, mail and goods deliveries for the client shall also be handled with the greatest care. The hotel shall undertake delivery

and safekeeping (in the hotel) and - if desired - forwarding of these for a fee. Section 1 above shall apply accordingly.

4. Items left behind by the client shall be forwarded only at the request, risk and cost of the client. The hotel shall store the items for three months; after that they shall be handed over to the local lost property office. If there is no discernible value, the hotel reserves the right to destroy the items at the cost of the client once the storage period has expired.

### **VIII. Animal keeping**

1. Animals may be brought to the hotel only with the prior consent of the hotel and (if necessary) for a special fee.
2. The keeper of the animal is obliged to keep or supervise the animal properly during its stay or to have it kept or supervised by suitable third parties at its expense.
3. The keeper of the animal must have an appropriate animal liability insurance or a personal liability insurance, which also covers possible damages caused by animals. Proof of the corresponding insurance must be provided upon request of the hotel.

### **IX. Final Provisions**

1. Verbal ancillary agreements shall only be binding if confirmed in writing. Any modification or amendment to the contractual agreements or this clause, the order acceptance or these terms and conditions must also be made in writing. Unilateral changes or additions by the client shall be ineffective.
2. The place of performance and payment for all mutual obligations is the registered office of the hotel, taking into account the elective courts according to the JN.
3. The exclusive place of jurisdiction - including for any disputes regarding cheques and bills of exchange - for commercial transactions is the registered office of the hotel, taking into account the elective courts according to the JN.
4. Austrian law shall apply to the exclusion of the conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
5. If individual provisions of these General Terms and Conditions are or become ineffective or invalid, this shall not affect the effectiveness of the remaining provisions. The invalid or void provision shall be replaced by a provision that comes as close as possible to the purpose of the invalid or void provision. Otherwise, the statutory provisions shall apply.
6. If any doubts arise, the German version of these General Terms and Conditions shall apply.