

# GENERAL TERMS AND CONDITIONS FOR SISSI PARK

2018

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## **1 Scope of application**

1.1 These General Terms and Conditions for the Hotel Industry (hereinafter referred to as "AGBH") shall replace the previous ÖHVB [Austrian Hotel Contract Conditions] as amended on 23 September 1981.

1.2 The AGBH shall not exclude special agreements. The AGBH shall be subsidiary to agreements made on an individual basis.

## **2 Definitions**

2.1 Definitions:

"Proprietor": Sissi Park Appartmentvermietungs GmbH, Klosterhügel 74, 8967 Haus, Österreich.

"Guest": means an individual that uses accommodation. Usually the guest is also the Party. Guests also include those persons that are accommodated together with such Party (e.g. family members, friends etc.).

"Party": means a domestic or foreign individual or entity that enters into an Accommodation Agreement as a Guest or for a Guest.

"Consumer" and "Entrepreneur": these terms shall be construed as defined by the 1979 Consumer Protection Act (Konsumentenschutzgesetz) as amended.

"Accommodation Agreement": means the agreement made between the Proprietor and the Party, the contents of which are specified below.

## **3 Privacy policy – treatment of cookies**

3.1 What is a cookie?

A "cookie" is a small text file that can be placed on your computer when you visit a website. Cookies have many functions. They collect informations among others how the site or service is being used and notice the visitor's individual settings. They help you to navigate between pages efficiently, help remember your preferences, they are utilized for example by using online shopping cart, they can make generally easier the use of the website and improve your browsing experience.

3.2 Why do we use cookies on our website?

- a) to gather information about how you use our website – for example we examine which part of our website you mostly visit– for ensuring a better user experience if you return again.
- b) to develop our website
- c) to make easier your navigation on our website while using of their features and to ensure a smooth experience
- d) to place targeted ads on other websites

### 3.2.1 Session cookies (session cookies)

These cookies are strictly required to enable you to browse on our website and to use its functions properly. They are used for example for monitoring your activity on certain pages while visiting our website. The validity of these cookies refers only to your actual visit. By finishing your session or closing your browser they will be automatically deleted from your computer.

Please, do not forget that we can't guarantee the use of our website without session cookies.

### 3.2.2 Functionality cookies

These cookies allow us to notice your activities on our website.

### 3.2.3 Performance Cookies

We use Google Analytics cookies to collect informations how visitors use our website. These cookies cannot identify you (the currently used IP address is also only partially registered); they collect among others informations which pages were visited by the user, on which part of the page he clicked, how many pages he has visited, how long the visit time of each session lasted, what type of error messages he get. This all are used for continuously developing our website and improving the user experience.

### 3.3 How to check and disable cookies?

Most browsers automatically accept cookies (set as default) but all modern browsers allow to change the settings of cookies. In this case it provides each time the opportunity allowing or refusing the use of cookies on the page.

We remind you that the aim of the use of cookies is to enable or make easier the usability and processes of our homepages. So if user refuse or delete cookies it may happen that he cannot use fully the features and functions of our websites. Rejecting the use of cookies may also revealed that the site will not work properly in your browser.

## 4 Execution of the agreement – Down payment

4.1 The Accommodation Agreement is concluded if the down payment or in its absence the total amount of the reservation fee is received by the Proprietor.

4.2 The Proprietor shall be entitled to enter into The Accommodation Agreement under the condition that the contracting Party makes a down payment. In such event The Accommodation Agreement is concluded if the down payment is received by the Proprietor.

### 4.3 Payment deadlines

a) In case there are more than 239 days between the date of reservation and the arrival the contracting Party is obliged to pay a down payment in two instalments:

- 10% of the reservation fee at the same time as the reservation
- 30% of the reservation fee 90 days before the arrival

The Party shall be obliged to make the rest payment at least 30 days before the arrival to the Proprietor.

b) In case there are less than 239 but more than 39 days between the date of reservation and the arrival the contracting Party is obliged to pay the down payment as a single sum:

- 40% of the reservation fee at the same time as the reservation.

The Party shall be obliged to make the rest payment at least 30 days before the arrival to the Proprietor

- c) In case there are less than 40 days between the date of reservation and the arrival the contracting Party is obliged to pay the total amount of the reservation fee as a single sum to the Proprietor at the same time as the reservation.

Transfer costs will be paid by Party to the contract. Credit and debit cards shall be subject to the terms and conditions of the issuing company.

## 5 Start and end of accommodation

5.1 Unless the Proprietor offers any other time of occupancy, the Party shall be entitled to move into the rented rooms from 4.00 p.m. on the agreed date ("date of arrival").

5.2 If a room is occupied for the first time before 6.00 a.m., the preceding night shall be deemed the first night of accommodation.

5.3 The rented rooms shall be vacated by the Party by 10.00 on the date of departure. The Proprietor shall be entitled to charge another day if the rented rooms are not vacated in time.

## 6 Rescission of the Accommodation Agreement – Cancellation fee

6.1 Rescission by the Proprietor

6.1.1 If the Accommodation Agreement provides for a down payment and such down payment has not been made by the Party in time, the Proprietor may rescind the Accommodation Agreement without granting any grace period.

6.1.2 If the Guest fails to arrive by 6.00 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to accommodate them unless a later time of arrival has been agreed upon.

6.1.3 If the Party has made a down payment (see **Hiba! A hivatkozási forrás nem található.**), the rooms shall be deemed reserved until 12.00 noon on the day following the date of arrival at the latest. If a down payment to the amount of more than four days has been made, the obligation to accommodate the Guest shall end on 6.00 p.m. on the fourth day, the date of arrival being deemed the first day, unless the Guest informs the Proprietor of a later date of arrival.

6.1.4 Unless otherwise agreed upon, the Proprietor may rescind the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration by 3 months before the agreed date of arrival of the Party.

6.2 Rescission by the Party – Cancellation fee

6.2.1 The Party may rescind the Accommodation Agreement by means of a unilateral declaration by 3 months before the agreed date of arrival of the Guest without being liable to pay a cancellation fee.

6.2.2 Outside the period specified in 6.2.1, the Party may only rescind the Accommodation Agreement by means of a unilateral declaration subject to the following cancellation fees:

- a) 40% of the total agreed price by 1 month before the date of arrival;
- b) 70% of the total agreed price by 1 week before the date of arrival;
- c) 90% of the total agreed price within the last week preceding the date of arrival.
- d) 100% of the total agreed price in case of cancellation on arrival day or „no show”.

## **7 Rights of the Party**

7.1 By entering into an Accommodation Agreement, the Party shall acquire the right to make normal use of the rented rooms and the facilities of the accommodating establishment that are usually accessible to the guests for use without any special conditions and of the usual service. The Party shall exercise their rights in accordance with any applicable hotel and/or guest regulations (rules of the house).

## **8 Obligations of the Party**

8.1 The Party shall be obliged to pay the agreed remuneration according to the dates specified in **Hiba! A hivatkozási forrás nem található..** Any extra amounts that have arisen from the use of special services by the Party and/or the accompanying guests plus any applicable VAT shall be paid by the date of departure at the latest.

8.2 The Party shall be liable towards the Proprietor for any damage caused by themselves or the Guest or any other persons that receive services of the Proprietor with the knowledge or in accordance with the intention of the Party.

## **9 Rights of the Proprietor**

9.1 If the Party refuses to pay or is in arrears with the agreed remuneration, the Proprietor shall be entitled to make use of the legal right of retention in accordance with § 970c of ABGB [Austrian Civil Code] and the legal right of lien in accordance with § 1101 of ABGB with respect to the items brought along by the Party or the Guest. Furthermore, the Proprietor shall be entitled to make use of this right of retention or lien in order to secure its claims under the Accommodation Agreement, particularly for catering, other expenses made for the Party and for any kind of damage claims.

9.2 The Proprietor shall be entitled to issue invoices or interim invoices for its services at any time.

## **10 Obligations of the Proprietor**

10.1 The Proprietor shall be obliged to provide the agreed services to an extent that complies with its standards.

10.2 Extra services of the Proprietor that must be indicated accordingly since they are not included in the accommodation remuneration shall, by way of example, include:

- a) electricity according to consumption
- b) local taxes
- c) final cleaning

## **11 Limitations of liability**

11.1 If the Party is a Consumer, the Proprietor may not be held liable for slight negligence, except for bodily injury.

11.2 If the Party is an Entrepreneur, the Proprietor may not be held liable for slight or gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential, non-material or indirect damage and no loss of profit shall be reimbursed. The damage to be reimbursed shall at any case be limited to the amount of the damage incurred because the Party has relied on the validity of the agreement (Vertrauensinteresse).

## **12 Animals**

12.1 Animals may not be brought to the accommodating establishment.

## **13 Prolongation of the accommodation**

13.1 The Party may not claim for a prolongation of their stay. If the Party informs the Proprietor in time that they intend to prolong their stay, the Proprietor may consent to a renewal of the Accommodation Agreement. However, the Proprietor shall not be obliged to do so.

13.2 If the Party is prevented from leaving the accommodating establishment on the date of departure since all ways of travel are blocked or unusable due to unforeseeable extraordinary events (e.g. extreme snowfall, floods etc.), the Accommodation Agreement shall automatically be renewed for the duration of such prevention from departure. The remuneration to be paid for this period may only be reduced if the Party is unable to fully use the offered services of the accommodating establishment due to the extraordinary weather conditions. The Proprietor shall be entitled to charge as a minimum the remuneration corresponding to the price usually charged in the low season.

## **14 Termination of the Accommodation Agreement – Early cancellation**

14.1 If the Accommodation Agreement has been made for a definite term, it shall end upon the expiry of such term.

14.2 If the Party leaves prematurely, the Proprietor shall be entitled to charge the total agreed remuneration.

14.3 Upon the death of a Guest, the Agreement with the Proprietor shall become extinct.

14.4 The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect for important reasons, particularly if the Party and/or the Guest

- a) makes significantly adverse use of the rooms or makes their stay intolerable for the other guests, the owner, its vicarious agents or the third parties staying at the accommodating establishment due to ruthless, offensive or otherwise highly improper conduct or commits an act against property, morality or physical safety towards these persons that is subject to penalty;
- b) suffers of a contagious disease or a disease the duration of which exceeds the term of accommodation or otherwise is in need of care;
- c) fails to settle the presented invoices when they become payable within a reasonably set period (1 days).

## **15 Sickness or death of the Guest**

15.1 If a Guest gets sick during their stay at the accommodating establishment, the Proprietor shall arrange for medical care at the request of the Guest. In the event of imminent danger, the Proprietor shall arrange for medical care even without the special request of the Guest, particularly if this is necessary and the Guest is unable to do so themselves.

15.2 As long as the Guest is unable to make decisions or it is not possible to contact the family of the Guest, the Proprietor shall arrange for medical care at the expense of the Guest. However, the extent of such care shall end as soon as the Guest is able to make decisions or their family has been informed about the sickness.

15.3 The Proprietor shall particularly be entitled to damages from the Party or the Guest or, in the event of their death, their successors for the following expenses:

- a) unsettled medical costs, costs for ambulance transports, drugs and medical aids
- b) room disinfections that have become necessary,
- c) linen, bed sheets and bed furnishing that have become unusable, or otherwise the disinfection of thorough cleaning of all of these items,
- d) restoration of walls, furniture, carpets etc. if such have been contaminated or damaged in relation with the sickness or death,
- e) rent for the room, provided that it has been occupied by the Guest, plus any days during which the rooms are unusable due to disinfection, vacation etc.,
- f) any other damage incurred by the Proprietor.

## **16 Place of performance, place of jurisdiction and applicable law**

16.1 The place of performance shall be the place where the accommodating establishment is situated.

16.2 These Terms and Conditions shall be governed by Austrian adjective and substantial law under exclusion of the provisions of international private law (particularly IPRG [Austrian act on international private law] and the Rome Convention of 1980) and the UN Sales Convention.

16.3 The exclusive place of jurisdiction shall be the domicile of the Proprietor; however, the Proprietor shall also be entitled to assert its rights before any other court that is competent for the location and matter.

## **17 Miscellaneous**

17.1 Unless otherwise specified in the above provisions, any time limits shall start upon the document by which such time limit is instructed being delivered to the Party that must comply with the time limit. When calculating a time limit based on days, the day of the moment or event to which the start of the time limit refers shall not be included in the calculation. Time limits based on weeks or months shall refer to the day of the week or month that corresponds to the day starting from which the time limit is to be counted according to its name or number. If the relevant month lacks such day, it shall be replaced with the last day of such month.

17.2 Any declarations shall be received by the other party by the last day of the time limit (12.00 midnight).

17.3 The Proprietor shall be entitled to offset any of its claims against claims of the Party. The Party shall not be entitled to offset any of its claims against claims of the Proprietor unless the Proprietor is insolvent or the Party's claim has been established by a court or acknowledged by the Proprietor.

17.4 If any gaps arise in relation with the Agreement, the applicable legal provisions shall apply.