



Schlosshotel Kitzbühel

THE SPA MOMENTUM

General Terms and Conditions for the Hotel Accommodation Contract

1. SCOPE OF APPLICATION

- 1.1. These Terms and Conditions apply to contracts for the rental of Hotel rooms for lodging purposes, as well as all other services and deliveries provided by the Hotel to the Customer.
- 1.2. The subletting or re-letting of the provided rooms and their use for purposes other than accommodation require the Hotel's prior written consent.
- 1.3. The Customer's Terms and Conditions shall only apply if expressly agreed upon in writing in advance.

2. CONCLUSION OF CONTRACT, CONTRACTUAL PARTNERS, LIMITATION PERIOD

- 2.1. The contract is concluded upon acceptance of the Customer's booking request by the Hotel. The Hotel is at liberty to confirm the booking of the room in writing.
- 2.2. The contractual partners are the Hotel and the Customer. If a third party makes the booking on behalf of the Customer, that party shall be jointly and severally liable with the Customer for all obligations arising from the accommodation contract, provided the Hotel has received a corresponding declaration from the third party.
- 2.3. All claims against the Hotel shall generally be subject to a limitation period of one year from the commencement of the standard limitation period under § 1478 of the Austrian Civil Code (ABGB), which is dependent on the claimant's knowledge.
Claims for damages shall expire after five years, regardless of knowledge. The shortening of the limitation period does not apply to claims arising from intentional or grossly negligent breaches of duty by the Hotel.

3. SERVICES, PRICES, PAYMENT, OFFSETTING

- 3.1. The Hotel is obliged to keep the rooms booked by the Customer available and to provide the agreed services.
- 3.2. The Customer is obliged to pay the Hotel's applicable or agreed prices for the provision of the room and the other services used by the Customer. This also applies to services and expenses incurred by the Hotel on behalf of the Customer with third parties.
- 3.3. The agreed prices include the respective statutory value added tax (VAT). If more than four months elapse between the conclusion of the contract and its fulfilment, and if the Hotel's standard rates for such services increase during this period, the Hotel may reasonably increase the contractually agreed price. The same applies if the Hotel incurs additional costs due to official regulations requiring special safety or hygiene measures, including those for the protection of guests.

- 3.4. The Hotel may also adjust the prices if the Customer subsequently requests changes to the number of rooms booked, the services to be provided by the Hotel, or the duration of the guest's stay, and the Hotel agrees to such changes.
- 3.5. Invoices issued by the Hotel without a specified due date shall be payable in full within 10 days of receipt. The Hotel is entitled to declare outstanding claims due at any time and demand immediate payment. In the event of late payment, the Hotel is entitled to charge the applicable statutory default interest. The Hotel reserves the right to claim further damages.
- 3.6. The Hotel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, subject to the applicable legal provisions governing package travel. The amount of the advance payment and the payment dates may be agreed in writing in the contract.
- 3.7. The customer may only offset or reduce a claim of the Hotel with an undisputed or legally binding claim.

4. WITHDRAWAL BY THE CUSTOMER (I.E. CANCELLATION)/NON-UTILISATION OF THE HOTEL'S SERVICES

- 4.1. A withdrawal by the Customer from the contract concluded with the Hotel requires the Hotel's prior written consent. If such consent is not granted, the agreed contractual price remains payable even if the Customer does not utilise the contractual services. This shall not apply if the Hotel breaches its duty to consider the rights, legal assets, and interests of the Customer to such an extent that it would be unreasonable to expect the Customer to uphold the contract, or if the Customer is otherwise entitled to a statutory or contractual right of withdrawal.
- 4.2. If the Hotel and the Customer have agreed in writing on a deadline for cost-free cancellation of the contract, the Customer may withdraw from the contract up to that date without incurring any payment or compensation claims from the Hotel. The Customer's right of cancellation shall expire if they do not exercise this right in writing by the agreed deadline unless a case such as that described in clause 4.1, sentence 3, applies.
- 4.3. The Hotel is at liberty to demand the contractually agreed remuneration subject to a flat-rate deduction for saved expenses. In such cases, the Customer shall be obliged to pay at least 90 per cent of the agreed price for overnight accommodation with or without breakfast, and 80 per cent for half-board arrangements. The Customer reserves the right to demonstrate that the Hotel's claim did not arise or did not arise to the claimed extent.

5. CANCELLATION BY THE HOTEL

- 5.1. It is recommended that you take out travel cancellation insurance.
- 5.2. If the Customer has been granted a written right to withdraw from the contract free of charge within a specific period, the Hotel shall likewise be entitled to withdraw from the contract during this period if there are inquiries from other Customers regarding the reserved rooms and the Customer does not waive their right of cancellation upon the Hotel's request.
- 5.3. If an agreed advance payment or an advance payment demanded in accordance with clause 3.6 above is not made, even after a reasonable grace period set by the Hotel has elapsed, the Hotel shall also be entitled to withdraw from the contract.
- 5.4. Furthermore, the Hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example, if:
 - force majeure or other circumstances for which the Hotel is not responsible, e.g. official closure orders, make it impossible or unreasonably difficult to fulfil the contract;

- rooms were booked with misleading or false information regarding material facts, e.g. the identity of the Customer or the purpose of the stay;
 - the Hotel has justified cause to believe that the use of Hotel services could jeopardise the Hotel's operational integrity, safety – including health risks – or public image, without this being attributable to the Hotel's sphere of control or organisation;
 - there is a breach of clause 1.2 above.
- 5.5. In the event of justified cancellation by the Hotel, the Customer shall have no claim to compensation.

6. ROOM PROVISION, HANDOVER AND RETURN/HOUSE RULES

- 6.1. The Customer shall not be entitled to the provision of specific rooms.
- 6.2. Booked rooms are available to the Customer from 3:00 p.m. on the agreed arrival day. The Customer is not entitled to earlier availability.
- 6.3. On the agreed day of departure, the rooms must be vacated and made available to the Hotel by no later than 11:00 a.m. After this time, the Hotel may charge 50% of the full accommodation price (list price) for use of the room beyond the contractual period until 6:00 p.m. and 100% from 6:00 p.m. onwards. This does not give rise to any contractual claims by the Customer. The Customer is free to provide evidence that the Hotel incurred no loss or a significantly lower loss as a result of the delayed vacating.
- 6.4. The guest is obliged to comply with the house rules in effect at the Hotel. In the event of violations of the house rules, the Hotel reserves the right to terminate the contract without prior notice. In the event of cancellation, the Hotel maintains its claim to full remuneration. Any expenses saved shall be deducted from the remuneration claim.

7. ANIMALS

- 7.1. The Customer is not permitted to bring animals into the Hotel unless the Customer receives the Hotel's written authorisation.
- 7.2. If the Customer brings animals into the Hotel despite the above prohibition, the Hotel is entitled to terminate the contract with the Customer without prior notice. The Hotel's claim to full remuneration remains unaffected in this event. Any saved expenses shall be offset against the claim.
- 7.3. A Customer who brings an animal is required to ensure the animal is properly supervised and housed throughout their stay, either personally or via a suitable third party at their own expense.
- 7.4. A Customer bringing an animal must have appropriate animal liability insurance or personal liability insurance that also covers possible damage caused by animals. Proof of such insurance must be provided upon request by the Hotel.
- 7.5. The Customer or their insurer shall be liable to the Hotel for any damage caused by animals brought onto the premises, including, in particular, compensation the Hotel may owe to third parties and any resulting damages.
- 7.6. Animals are not permitted in the main restaurant or the wellness area.

8. LIABILITY OF THE HOTEL

- 8.1. The Hotel shall be liable for its obligations under the contract with the diligence of a prudent businessperson. Claims for damages by the Customer are excluded, except for damages resulting from injury to life, limb, or health, where the Hotel is responsible for the breach of duty; other damages caused by an intentional or grossly negligent breach of duty by the Hotel; and damages resulting from the breach of material contractual obligations due to intent or negligence. A breach of

duty by a legal representative or vicarious agent of the Hotel shall be deemed equivalent to a breach by the Hotel itself. Should disruptions or deficiencies in the hotel's services occur, the Hotel shall make every effort to remedy them upon becoming aware of the issue or upon immediate notification by the Customer. The Customer is obliged to make reasonable efforts to assist in remedying the disruption and to keep any potential damage to a minimum.

- 8.2. The Hotel is liable to the Customer for items brought into the Hotel in accordance with the statutory provisions, i.e. up to one hundred times the daily room rate, up to a maximum of €25,000. Money, securities, and valuables up to a maximum value of €100,000 may be deposited in the Hotel safe. The Hotel recommends that guests make use of this option. Liability claims expire unless the Customer notifies the Hotel without undue delay upon becoming aware of the loss, destruction, or damage (§ 703 ABGB). The provisions in clause 8.1, sentences 2 to 4, shall apply accordingly to any extended liability.
- 8.3. If the Customer is allocated a parking space – whether in the Hotel's covered car park or outdoor parking area, including for a fee – this does not constitute a safekeeping agreement. The Hotel shall not be liable for the loss of or damage to motor vehicles parked or manoeuvred on Hotel premises, or their contents, except in cases of intent or gross negligence. Clause 8.1, sentences 2 to 4, shall apply accordingly.
- 8.4. Messages, mail, and consignments of goods for guests shall be handled with care. The Hotel shall handle the delivery, storage, and – upon request and for a fee – the forwarding of such items. Clause 8.1, sentences 2 to 4, shall apply accordingly.

9. FINAL PROVISIONS

- 9.1. Amendments or additions to the contract, the acceptance of applications, or these General Terms and Conditions for Hotel Accommodation must be made in writing to be effective. Unilateral amendments or additions by the Customer are invalid.
- 9.2. The place of performance and payment is the registered office of the Hotel.
- 9.3. The exclusive place of jurisdiction for all commercial disputes – including those involving cheques and bills of exchange – shall be the registered office of the Hotel. If a contractual partner fulfils the requirements of § 38 (2) of the Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Austria, the registered office of the Hotel shall be deemed the place of jurisdiction.
- 9.4. Austrian law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-laws provisions are excluded.
- 9.5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.