



Schlosshotel Kitzbühel

THE SPA MOMENTUM

General Terms and Conditions for Events

1. SCOPE OF APPLICATION

- 1.1. These Terms and Conditions apply to contracts for the rental of conference, banqueting, and event rooms at the Schlosshotel Kitzbühel to host events such as banquets, seminars, conferences, exhibitions, presentations, etc., as well as for all related services and deliveries provided by the Schlosshotel Kitzbühel. These Terms and Conditions are subordinate to any individual contractual agreements between the parties.
- 1.2. The subletting or re-letting of the provided rooms, areas, or display cases, as well as their use to host job interviews, sales events, or similar events, requires the prior written consent of the Schlosshotel Kitzbühel.
- 1.3. The Organiser's own Terms and Conditions shall only apply if expressly agreed upon in writing in advance.

2. CONCLUSION OF CONTRACT, CONTRACTUAL PARTNERS, LIABILITY, LIMITATION PERIOD

- 2.1. The contract is concluded upon acceptance of the application (confirmation) by the Customer/Ordering Party, who is the contractual partner.
- 2.2. If the Customer/Ordering Party is not the Organiser themselves, or if the Organiser engages a commercial intermediary or organiser, the latter is jointly and severally liable with the Organiser for all obligations arising from the contract, provided that the Schlosshotel Kitzbühel has received a corresponding declaration from the Organiser.
- 2.3. The Schlosshotel Kitzbühel shall be liable for its contractual obligations with the diligence of a prudent businessperson. Claims for damages by the Organiser are excluded, except for damages resulting from injury to life, limb, or health, if such damages are attributable to a breach of duty by the Schlosshotel Kitzbühel; for other damages caused by intentional or grossly negligent breach of duty by the Schlosshotel Kitzbühel; or for damages arising from the intentional or negligent breach of essential contractual obligations. Any breach of duty by a legal representative or vicarious agent of the Schlosshotel Kitzbühel shall be deemed equivalent to a breach by the Hotel itself. In the event of disruptions or deficiencies in the services provided by the Schlosshotel Kitzbühel, the Hotel shall make every effort to remedy the situation upon becoming aware or upon immediate notification by the Organiser. The Organiser is obligated to make reasonable efforts to assist in eliminating the disruption and to minimise any potential damage. Furthermore, the Organiser is required to inform the Schlosshotel Kitzbühel promptly of the possibility of any unusually high damages arising.
- 2.4. All claims against the Schlosshotel Kitzbühel are generally subject to a limitation period of one year from the start of the statutory limitation period. Claims for damages shall expire after five years, irrespective of the claimant's knowledge. The shortening of the limitation period does not apply to claims based on a wilful or grossly negligent breach of duty by the Schlosshotel Kitzbühel.

- 2.5. In the event of other damages, the liability of the Schlosshotel Kitzbühel shall be further limited – per individual case and for all cases arising from or in connection with the contractual services – to a maximum amount of €3,000,000.00 for personal injury and property damage, and €100,000.00 for financial losses. These limitations and exclusions of liability shall not apply where such other damages are due to intentional or grossly negligent breaches of duty by the Schlosshotel Kitzbühel, its legal representatives, or its executive employees.
- 2.6. The Schlosshotel Kitzbühel shall be liable to the contractual partner for items brought into the Hotel in accordance with statutory provisions, i.e. up to one hundred times the accommodation price, but not exceeding €3,500.00. Liability for valuables (such as cash, jewellery, etc.) is limited to €800.00. Money and valuables stored in the Hotel safe are insured up to a maximum of €25,600.00. The Schlosshotel Kitzbühel recommends that this option be used. Liability claims shall be forfeited if the contractual partner fails to notify the Schlosshotel Kitzbühel immediately upon becoming aware of the loss, destruction, or damage.
- 2.7. If the contractual partner is provided with a parking space in the covered car park or outdoor car park of the Schlosshotel Kitzbühel – even for a fee – this shall not constitute a safekeeping agreement. The Schlosshotel Kitzbühel assumes no duty of supervision. The Hotel shall not be liable for loss of or damage to vehicles parked or manoeuvred on the Schlosshotel Kitzbühel premises or their contents unless due to intent or gross negligence on the part of the Schlosshotel Kitzbühel. This also applies to the Hotel's vicarious agents. Any damage must be reported to the Schlosshotel Kitzbühel no later than upon departure from the premises.
- 2.8. The Schlosshotel Kitzbühel carries out wake-up calls with the utmost care. Claims for damages are excluded, except in cases of gross negligence or intent.
- 2.9. Messages, mail, and consignments of goods for the contractual partner and event participants will be handled with due care. The Schlosshotel Kitzbühel will manage delivery and storage, and – on request, and subject to a fee – forwarding of such items, as well as lost property upon request. Claims for damages are excluded, except in cases of gross negligence or intent. The Schlosshotel Kitzbühel is entitled, after a storage period of no more than one month, to hand the aforementioned items over to the local lost property office and charge a reasonable fee for doing so.
- 2.10. Guests must comply with the house rules in effect at the Hotel. In the event of a violation, the Hotel reserves the right to terminate the contract without prior notice. In such cases, the Hotel's claim to full remuneration remains unaffected. Any savings in expenses shall be credited toward the remuneration claim.

3. SERVICES, PRICES, PAYMENT, OFFSETTING

- 3.1. The Schlosshotel Kitzbühel shall be obliged to provide the services ordered by the Organiser and confirmed by the resort.
- 3.2. The Organiser shall be obliged to pay the agreed or customary prices of the Schlosshotel Kitzbühel for these and any other services used. This also applies to third-party services enlisted and expenses incurred by the Schlosshotel Kitzbühel on behalf of the Organiser, including, in particular, claims from copyright collecting societies. Furthermore, the contractual partner shall be liable for payment for all food and beverages ordered by the event participants as well as other costs incurred by the event participants. This also applies if guests are registered as "self-payers".
- 3.3. The agreed prices include the applicable statutory value added tax (VAT). If the period between the conclusion of the contract and the event exceeds four months, and if the general prices charged by the Schlosshotel Kitzbühel for such services increase during this time, the agreed price may be reasonably adjusted – but by no more than 5 per cent. The same applies if the Hotel incurs additional costs due to official regulations requiring special protective or hygiene protocols, including those intended for guest safety.

- 3.4. Invoices issued by the Schlosshotel Kitzbühel without a specified due date shall be payable in full within 10 days of receipt of the invoice. The Schlosshotel Kitzbühel shall be entitled to declare outstanding claims due at any time and to demand immediate payment. In the event of late payment, the Schlosshotel Kitzbühel is entitled to charge the applicable statutory default interest, at the current statutory rate of 8 per cent, or 5 per cent above the base interest rate in transactions involving a consumer. The Schlosshotel Kitzbühel reserves the right to provide evidence of higher damages.
- 3.5. The Schlosshotel Kitzbühel shall be entitled to demand an appropriate advance payment at any time. The amount and payment schedule of the advance may be agreed in writing in the contract.
- 3.6. The Organiser may only offset or reduce claims made by the Schlosshotel Kitzbühel with an undisputed or legally enforceable counterclaim.

4. ARRIVAL AND DEPARTURE

- 4.1. The contractual partner shall not be entitled to specific rooms, spaces, or facilities unless the Schlosshotel Kitzbühel has confirmed such provision explicitly in writing.
- 4.2. Booked rooms shall be available to the contractual partner from 3:00 p.m. on the agreed arrival day. There shall be no entitlement to earlier access unless this has been agreed in writing with the Schlosshotel Kitzbühel.
- 4.3. On the agreed departure date, the rooms must be vacated and made available to the Schlosshotel Kitzbühel by no later than 11:00 a.m. After this time, the Schlosshotel Kitzbühel may charge the day-use room rate for occupancy of the room until 6:00 p.m. and 100 per cent of the full applicable accommodation rate from 6:00 p.m. onwards, in addition to any damages incurred as a result. The guest is entitled to provide evidence that the Schlosshotel Kitzbühel has incurred no loss or a significantly lower loss.

5. WITHDRAWAL BY THE ORGANISER (CANCELLATION)

- 5.1. The following cancellation policy applies to the full cancellation or non-utilisation of Hotel services:
- Cancellations up to 8 weeks before arrival are free of charge.
 - Cancellations up to 4 weeks before arrival are charged at 60 per cent of the contract value.
 - Cancellations up to 2 weeks before arrival are charged at 70 per cent of the contract value.
 - Cancellations up to 1 week before arrival are charged at 80 per cent of the contract value.
 - Cancellations within 7 days of arrival are charged at 90 per cent of the contract value.
- Any free-of-charge cancellation by the Organiser requires the written consent of the Schlosshotel Kitzbühel. If such consent is not granted, the agreed rental/accommodation fees for event spaces, booked rooms, as well as any services arranged with third parties must be paid in full – even if the Organiser does not use the contractual services – if re-letting is no longer possible. This does not apply if the Schlosshotel Kitzbühel breaches its obligation to respect the rights, legal interests, or other protected interests of the Organiser to such an extent that it becomes unreasonable for the Organiser to uphold the contract or if the Organiser is otherwise legally or contractually entitled to withdraw.
- 5.2. If the Schlosshotel Kitzbühel and the Organiser have agreed in writing on a specific date by which the Organiser may withdraw free of charge, the Organiser may withdraw from the contract up to that date without incurring any payment or compensation claims from the Schlosshotel Kitzbühel. The Organiser's right of withdrawal expires if it is not exercised in writing by the agreed date unless a case as outlined in clause 5.1, sentence 3 applies.
- 5.3. Lost food and beverage revenue shall be calculated as follows: menu price plus beverages × number of participants. If no menu price has been agreed, the calculation shall be based on the lowest-priced

three-course menu from the current event offerings. Beverages shall be calculated at one-third of the menu price.

- 5.4. The deduction of saved expenses is already reflected in clauses 5.1 to 5.3. The Organiser is entitled to prove that the loss did not arise or not to the extent stated. The Organiser retains the right to demonstrate lesser damages, and the Schlosshotel Kitzbühel reserves the right to prove greater damages.

6. CHANGE OR PARTIAL RETURN OF ROOM ALLOTMENTS WITHIN THE SCOPE OF THE EVENT

- 6.1. The Schlosshotel Kitzbühel grants the Organiser the option to return portions of the reserved room allotment within the following deadlines without incurring cancellation or compensation charges:
- Up to 6 weeks before arrival: 15 per cent of the contractually agreed number of rooms
 - Up to 2 weeks before arrival: 10 per cent of the contractually agreed number of rooms
 - Less than 2 weeks and up to 7 days before arrival: 5 per cent of the contractually agreed number of rooms (minimum 1 room)

The percentages stated above are based on the initially signed contract.

If the Organiser returns more rooms than permitted under the applicable percentage at the relevant point in time, the Schlosshotel Kitzbühel reserves the right to charge for the rooms cancelled in excess of the applicable percentage. For call-off allotments with a specified return (cut-off) date, the above return periods do not apply.

7. CHANGES TO THE NUMBER OF PARTICIPANTS AND EVENT SCHEDULE

- 7.1. The Schlosshotel Kitzbühel grants the Organiser the option to reduce the number of participants and release reserved spaces and rooms within the following deadlines without incurring cancellation or compensation charges:
- Up to 6 weeks before arrival: 20 per cent of the contractually agreed event services
 - Up to 2 weeks before arrival: 10 per cent of the contractually agreed event services
 - Less than 2 weeks and up to 7 working days before arrival: 5 per cent of the contractually agreed event services

Any change to the number of participants must be communicated to the Schlosshotel Kitzbühel no later than seven working days prior to the start of the event and requires the Hotel's written consent.

The percentage reductions mentioned above are based on the originally signed contract. Within seven working days of the event, reductions are no longer permitted free of charge; the agreed services will be charged at 100 per cent. Lost food and beverage revenue shall be calculated as follows: menu price plus beverages × number of participants. If no menu price has been agreed, the calculation shall be based on the lowest-priced three-course menu from the current event offerings. Beverages shall be calculated at one-third of the menu price.

- 7.2. In the event of an upward deviation in the number of participants, the actual number of participants will be invoiced. Any increase of more than 5 per cent must be communicated to the Schlosshotel Kitzbühel in writing at least seven working days prior to the start of the event and shall only take effect upon written confirmation by the Schlosshotel Kitzbühel.
- 7.3. If the number of participants deviates by more than 10 per cent, the Schlosshotel Kitzbühel reserves the right to adjust the agreed prices and to reassign the confirmed event spaces unless such changes are unreasonable for the Organiser.
- 7.4. If the agreed start or end times of the event are postponed and the Schlosshotel Kitzbühel agrees to the changes, the Hotel may reasonably charge for the additional service readiness unless the delay is due to fault on the part of the Schlosshotel Kitzbühel.

- 7.5. For events extending beyond 12:00 a.m., the Schlosshotel Kitzbühel may, unless otherwise agreed, charge for additional staffing costs from that time onward based on itemised records. In addition, the Hotel may reimburse employees' travel costs on an itemised basis if public transport is no longer operating at the end of their shift.

8. WITHDRAWAL BY THE SCHLOSSHOTEL KITZBÜHEL

- 8.1. If the Organiser has been granted a contractual right to withdraw free of charge within a specified period, and this has been agreed in writing, the Schlosshotel Kitzbühel shall likewise be entitled to withdraw from the contract during this period if there are inquiries from other Organisers regarding the contractually reserved event spaces and the Organiser, upon request by Schlosshotel Kitzbühel, refuses to waive their right of withdrawal.
- 8.2. The Schlosshotel Kitzbühel shall also be entitled to withdraw from the contract if an agreed advance payment or one required under clause 3.5 is not received.
- 8.3. Furthermore, the Schlosshotel Kitzbühel is entitled to withdraw from the contract, or parts thereof, for objectively justified reasons, for example, if:
- force majeure or other circumstances beyond the Schlosshotel Kitzbühel's control (including official orders mandating closure) make it impossible to fulfil the contract;
 - events are booked under misleading or false information regarding essential facts, such as the Organiser or the event purpose;
 - the Schlosshotel Kitzbühel has reason to believe that the event may endanger the Hotel's regular operations, safety – including health risks – or the public reputation of the Schlosshotel Kitzbühel, provided such risks are not attributable to the Hotel's sphere of control;
 - there is a violation of clause 1.2;
 - the contractual partner has filed for insolvency, submitted a statutory declaration in accordance with § 47 EO, initiated out-of-court debt settlement proceedings, or has suspended payments;
 - insolvency proceedings are opened against the contractual partner's assets or such proceedings are denied due to insufficient assets or other legal reasons.
- 8.4. In the event of justified withdrawal by the Schlosshotel Kitzbühel, the Organiser shall have no claim to compensation.

9. BRINGING FOOD AND DRINKS

- 9.1. The Organiser may not bring food and drinks to events. Exceptions require a written agreement with the Schlosshotel Kitzbühel. In such cases, a fee will be charged to cover overhead costs.

10. TECHNICAL EQUIPMENT AND CONNECTIONS/EVENT EXECUTION

- 10.1. If the Schlosshotel Kitzbühel procures technical or other equipment from third parties on behalf of the Organiser, it shall do so in the name of, with the authority of, and at the expense of the Organiser. The Organiser is liable for the careful handling and proper return of the equipment and shall indemnify the Schlosshotel Kitzbühel against all third-party claims arising from the use of such equipment.
- 10.2. The connection of the Organiser's own electrical devices to the Schlosshotel Kitzbühel's power supply requires prior written consent. Any disruptions or damages to the Hotel's technical systems caused by these devices shall be borne by the Organiser unless the Schlosshotel Kitzbühel is responsible for the damage. The Hotel may charge a flat rate for electricity usage arising from the use of the equipment.

- 10.3. With the consent of the Schlosshotel Kitzbühel, the Organiser may use their own telephone, fax and data transmission equipment. The Schlosshotel Kitzbühel may charge a connection fee for such use.
- 10.4. If the use of the Organiser's own equipment results in comparable equipment provided by the Schlosshotel Kitzbühel remaining unused, the Hotel may charge a fee for non-utilisation.
- 10.5. Any faults in technical or other equipment provided by the Schlosshotel Kitzbühel will be rectified promptly, where possible. Payments may not be withheld or reduced unless the Schlosshotel Kitzbühel is responsible for the fault.
- 10.6. The contractual partner is responsible for handling all formalities and licensing (e.g. through the Austrian Performing Rights Society, AKM) related to independently arranged musical performances or sound systems.
- 10.7. The contractual partner may use the name and trademarks of the Schlosshotel Kitzbühel in the context of advertising its event only with prior written approval from the Schlosshotel Kitzbühel.

11. LOSS OF OR DAMAGE TO ITEMS BROUGHT TO THE EVENT

- 11.1. Exhibition materials or other items, including personal items, brought into the Schlosshotel Kitzbühel or its event spaces are brought in and stored at the Organiser's own risk. The Schlosshotel Kitzbühel accepts no liability for loss, destruction, damage, or financial losses unless due to gross negligence or intent on the part of the Hotel. This exclusion does not apply to damages resulting from injury to life, limb, or health, or in cases where safekeeping represents a typical contractual obligation due to the specific circumstances.
- 11.2. Any decorative materials brought in must comply with fire safety regulations. The Schlosshotel Kitzbühel is entitled to request official proof of compliance. If such proof is not provided, the Hotel may remove the materials at the Organiser's expense. To avoid potential damage, the setup and installation of items must be coordinated with the Schlosshotel Kitzbühel in advance.
- 11.3. Any exhibits or other items brought in must be removed immediately after the event. If the Organiser fails to do so, the Schlosshotel Kitzbühel is entitled to remove and store the items at the Organiser's expense. Should the items remain in the event room, the Schlosshotel Kitzbühel may charge a reasonable fee for their continued occupation of the space. The Organiser is entitled to prove that the aforementioned claim did not arise or not to the extent claimed.
- 11.4. Packaging material (such as cardboard boxes, crates, plastic, etc.) arising from deliveries made in connection with the event by the contractual partner or third parties must be disposed of by the contractual partner either before or after the event. If the contractual partner leaves packaging materials at the Schlosshotel Kitzbühel, the Hotel is entitled to dispose of them at the contractual partner's expense.

12. LIABILITY OF THE CUSTOMER FOR DAMAGES

- 12.1. If the Organiser is a business entity, they shall be liable for all damage to buildings or inventory caused by event participants or visitors, employees, or other third parties from their sphere of responsibility, as well as the Organiser personally.
- 12.2. The Schlosshotel Kitzbühel may require the Organiser to provide appropriate security (e.g. insurance, deposits, guarantees).

13. FINAL PROVISIONS

- 13.1. Amendments or additions to the contract, the acceptance of applications, or these Terms and Conditions for Events must be made in writing. Unilateral amendments or additions by the Organiser shall be deemed invalid.
- 13.2. The place of performance and payment shall be the registered office of the Schlosshotel Kitzbühel.
- 13.3. The exclusive place of jurisdiction for all commercial disputes – including those involving cheques and bills of exchange – shall be the registered office of the Schlosshotel Kitzbühel. If a contractual partner meets the requirements of § 38 (2) of the Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction within Austria, the registered office of the Schlosshotel Kitzbühel shall also be deemed the place of jurisdiction.
- 13.4. Austrian law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and private international law (conflict of laws) is expressly excluded.
- 13.5. Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, statutory provisions shall apply.