

General Terms and Conditions of 25hours Hotels in Austria for Hotel Accommodation and Events (last update: February 2014)

I. Sphere of Application

1. These Terms and Conditions apply to all contracts concerning

a) [The renting of] hotel rooms for accommodation as well as all services rendered for guests in this connection (hereinafter referred to as 'Hotel Accommodation Contract') by the 25hours Hotel in question (hereinafter referred to as 'Hotel'). The term 'Hotel Accommodation Contract' embraces and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract and hotel room contract;

b) the renting of Hotel conference, banquet and event rooms by the 25hours hotel in question (hereinafter referred to as 'Hotel') for the holding of events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all Hotel services rendered for guests in connection with the renting of said rooms.

2. The subletting or onward letting of rented rooms, premises, spaces or display cases, as well as public invitations and the holding of sales or similar events, require the Hotel's prior written consent.

3. These Terms and Conditions apply exclusively. Any contrary or divergent terms and conditions will not be recognised unless they are expressly agreed in advance and in writing. Any special contractual agreements between the Hotel and the guest take precedence.

II. Conclusion of Contract, Contracting Parties

1. The Contract enters into force on acceptance of the guest's request by the Hotel. The Hotel is entitled to confirm the booking of a room or event in writing or by e-mail.

2. The Contracting Parties are the Hotel and the guest for whom the Hotel is providing the services. If a third party makes the order on the guest's behalf it is jointly and severally liable to the Hotel together with the guest for all obligations arising from the Contract in question.

III. Services, Prices & Payment

1. The Hotel undertakes to reserve the rooms booked by the guest and promised by the Hotel, as well as any services individually agreed with the guest. The guest is not entitled to a specific room which has already been allocated on organisational grounds.

2. The guest undertakes to pay either the prevailing price charged by the Hotel for the services or the price agreed with the Hotel if different. This also applies to services outsourced by the Hotel to third parties, whether these are procured directly by the guest or obtained via the Hotel. This applies in particular to the claims of copyright associations. The guest is also liable for payment of all meals and drinks ordered by the event participants as well as any other costs caused by the event participants.

3. The agreed prices are inclusive of the taxes and local levies prevailing at the time of concluding the Contract. In the event of changes to the rate of VAT or the introduction, changing or abolition of local levies on the service in question after conclusion of the contract, the prices will be adjusted accordingly. However, in the case of contracts with consumers this only applies if the period between conclusion and fulfilment of the contract exceeds four months

4. On concluding a contract with a guest the Hotel is entitled to charge a reasonable advance payment or to demand security, for instance in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in writing in the Contract.

5. In justified cases, for example in the event of a guest falling into arrears or the broadening of the Contract's scope, in conformity with subsection III. 4 above the Hotel is entitled, between conclusion of the Contract and the start of the event, to increase the advance payment or guarantee agreed in the Contract by any amount up to the full agreed remuneration.

6. If a guest wishes to reduce the the scope of the services it requires, the Hotel may make its agreement to said reduction subject to an increase in the charge it makes for the services it does provide.

7. Hotel invoices with no due date are payable in full within ten days of receipt. The Hotel may at any time demand the immediate payment by guests of claims which are already due.

8. If a guest falls into payment arrears guest the Hotel is entitled to charge the prevailing statutory rate of penal interest, which is currently the central bank base rate plus 9.2 %, or in the case of transactions involving consumers 5%. However, irrespective of this the Hotel reserves the right to prove that it has suffered greater loss or damage. Furthermore, in this event the Hotel is entitled to refuse to render any further or future services for the guest provided it has given the guest prior warning and set a period for payment of the arrears, in the process warning the guest that it would refuse to render any further

services if said payment is not made within the stipulated period.

9. In every individual case the Hotel is entitled to choose whether or not to accept credit cards and which credit cards it is willing to accept, even if its general acceptance of credit cards is advertised on signs displayed in the Hotel. Cheques, credit cards and other means of payment are accepted only in consideration of performance.

IV. Right of Offset

The guest may only offset its own claims against the Hotel's claims if said claims are undisputed or established in law.

V. Cancellation by the Hotel

1. If a given individual contract grants the guest a right of cancellation without charge within a given period, the Hotel is likewise entitled to cancel the Contract during that period if other prospective guests make enquiries about the contractually booked bedrooms or event rooms and, in response to a corresponding request by the Hotel, the guest elects not to waive its cancellation right.
2. If an advance payment or security agreed or demanded pursuant to Section III above is not made/furnished by the expiry of a reasonable extension period granted by the Hotel, the Hotel shall be entitled to cancel the Contract.
3. The Hotel is also entitled to cancel the Contract on legitimate material grounds if, for instance,
 - force majeure or other circumstances beyond the Hotel's control render fulfilment of the Contract impossible;
 - rooms are booked on the basis of misleading or false information, for instance regarding the identity of the guest or purpose of the booking;
 - events or rooms are culpably booked on the basis of misleading or false information or the withholding of material circumstances. These may concern the guest's identity or solvency or the purpose of the stay;
 - the Hotel has good reason to believe that providing its services for the guest in question could jeopardise the smooth running, safety or reputation of the Hotel in ways not imputable to the Hotel's sphere of control or organisation;
 - the purpose of or reason for the stay and/or event is unlawful;
 - the guest allows third parties to use the rooms without the Hotel's consent.
4. The guest has no right to damages in the event of the legitimate cancellation of the Contract by the Hotel.

VI. Cancellation of a Hotel Accommodation Contract by the Guest

1. The guest is only entitled to cancel a Hotel Accommodation Contract concluded with the Hotel if the Contract expressly provides for a right of cancellation, if there is in any case a statutory right of cancellation or if the Hotel expressly consents to the rescission of the Contract. Any agreement to a right of cancellation or to the rescission of a contract must be made in writing.
2. If the Hotel and the guest agree a deadline after which the right to cancel the Contract without charge expires, the guest may cancel the Contract until said expiry date without triggering any right to payment or damages on the Hotel's part. However, the guest's right of cancellation is forfeited if it is not exercised within that period.
3. If a right of cancellation has not been agreed or has already expired, if there is no statutory right of cancellation or termination or if the Hotel does not consent to the rescission of the Contract, the Hotel reserves its right to the agreed remuneration regardless of whether the guest avails itself of the agreed services or not. However, [when calculating the above-mentioned remuneration] the Hotel must offset any receipts from letting the rooms to others and also any cost savings [resulting from the cancellation]. If the rooms are not let to others the Hotel may make lump-sum deductions from its charges to reflect the costs saved as follows: The guest is obliged to pay compensation if it cancels within three months of the agreed arrival date. In the event of cancellation up to 30 days before the arrival date the compensation payable will be 40%, between one week and 30 days 70% and in the final week prior to the arrival date 90% of the total agreed price. However, the guest shall be free to provide proof that a claim for the above amounts has not in fact arisen or is excessive.

VII. Cancellation of Events by the Guest

1. The guest is only entitled to cancel an Event Contract concluded with the Hotel if the Contract expressly provides for a right of cancellation, if there is in any case a statutory right of cancellation or if the Hotel expressly consents to the rescission of the Contract. Any agreement to a right of cancellation or to the rescission of a contract must be made in writing.
2. If the Hotel and the guest agree a deadline after which the right to cancel the Contract without charge expires, the guest may cancel the Contract until said expiry date without triggering any right to payment or

damages on the Hotel's part. However, the guest's right of cancellation is forfeited if it is not exercised within that period.

3. If a right of cancellation has not been agreed or has already expired, if there is no statutory right of cancellation or termination or if the Hotel does not consent to the rescission of the Contract, the Hotel reserves its right to the agreed remuneration regardless of whether the guest avails itself of the agreed services or not. However, [when calculating the above-mentioned remuneration] the Hotel must offset any receipts from alternative use of the rooms and also any cost savings [resulting from the cancellation]. Said saved expenses will be taken into account via the following compensation arrangements:
4. The guest is obliged to pay compensation if it cancels within 60 days of the agreed event date. The following cancellation fees will be payable:
 - 31-60 days before the start of the event 50%
 - 8-30 days before the start of the event 75%
 - 1-7 days before the start of the event 90%of either the agreed price or the price for the arranged event as determined by the Hotel's price list. If the guest only hires premises, without any meals or drinks, the remuneration payable will be 90% of the agreed price regardless of the cancellation date. However, the guest shall be free to provide proof that a claim for the above amounts has not in fact arisen or is excessive, whereas the Hotel shall be free to provide proof that the loss or damage incurred was in fact greater.

VIII. Change of Event Time and Additional Services

1. If agreed event start and finish times are delayed, and the Hotel agrees to these changes, the Hotel may make a reasonable extra charge for services made available during this period unless the Hotel is responsible for the delay.
2. If the guest requests changes to the agreed type of seating on the day of the event the Hotel reserves the right to make a fixed charge of EUR 75 for the rearrangement work involved.
3. Where the Hotel has agreed to provide or make available services for a specific number of people in connection with a booked event, any change by the guest in the number of people attending the event is only permissible by prior contractual arrangement made at least seven days before the scheduled start of the event.
4. Any costs incurred for services over and above the agreed ones, such as telephone, bar and mini-bar drinks and other additional meals and drinks, must be

paid for by the event participants themselves. The guest is jointly and severally liable for any such costs together with the event participants.

IX. Bringing Food and Drink to Events

The guest may not bring its own food and drink to events except with the Hotel's consent. If said consent is given a charge will be made to cover the Hotel's overhead costs in this respect.

X. Technical Equipment and Connections

1. If the Hotel obtains technical and other equipment from third parties at the guest's request it does so in the name, on the authority and on behalf of the guest. The guest is responsible for handling the equipment with care and returning it in good condition, and hereby indemnifies the Hotel against all third-party claims arising from the provision of said equipment.
2. The guest must obtain the Hotel's consent if it intends to connect its own electrical equipment to the Hotel's power network. Any malfunctions or damage to the Hotel's technical installations caused by the use of this equipment will be charged to the guest unless the Hotel is at fault for said damage. The Hotel is entitled to make a fixed charge to cover the cost of the electricity consumed by this equipment.
3. With the Hotel's consent the guest may use its own telephone, fax and data transmission equipment. The Hotel may charge a connection fee in this respect.
4. If the use of the guest's own equipment means that suitable Hotel equipment remains unused the Hotel is entitled to make a corresponding compensation charge.
5. Any malfunctions in technical or other equipment provided by the Hotel will be repaired as quickly as possible. However, payments may not be withheld or reduced unless the Hotel is responsible for said malfunctions.

XI. Loss of or Damage to Items Brought by Guests

1. Any personal items or items brought to the Hotel by guests for use at events are kept in the event rooms or the Hotel at the guest's own risk. The Hotel disclaims all liability for the loss, destruction or damage of said items, including for financial loss, unless this is the result of gross negligence or intent on the Hotel's part. The above is without prejudice to the Hotel's statutory liability under Sections 970 ff of the Austrian Civil Code (Allgemeine bürgerliche Gesetzbuch - ABGB). Also excluded from the above disclaimer are loss of life, physical injury and harm to health, as well as all cases whose individual

circumstances entail that safekeeping constitutes a contractually-typical obligation.

2. Any decorative items brought by guests must comply with all fire safety requirements. The Hotel is entitled to demand official proof of compliance, and if such proof is not forthcoming the Hotel may remove materials already installed at the guest's cost. The guest must consult with the Hotel before putting up or affixing any items.
3. Any items brought for display or other purposes must be removed immediately at the end of the event. If the guest fails to do so the Hotel may remove and store said items at the guest's cost. If said removal entails disproportionately high expense the Hotel is entitled to leave the items in the event room and charge the applicable room rent or reasonable compensation for use for as long as they remain therein. However, the guest shall be free to provide proof that the loss or damage in fact incurred was lesser, while the Hotel shall be free to provide proof that it was in fact greater.

XII. The Guest's Liability during Events

1. If the guest is a business enterprise it is liable for all damage to buildings, furnishings, fixtures or fittings caused by event participants, visitors, employees, other associated third parties or by the guest itself. To provide cover against possible loss or damage the Hotel may demand reasonable security from the guest, for instance in the form of insurance policies, deposits or guarantees.
2. The guest hereby indemnifies the Hotel against all third-party claims arising from the conduct of the guest, its employees, the event participants or the guest's vicarious agents.

XIII. The Hotel's Liability

1. The Hotel is liable in conformity with the prevailing statutory provisions for any loss of life, physical injury or harm to health for which it is at fault. In other respects it is liable pursuant to the conditions and liability limitations laid down in the present Section XIII for other loss or damage resting on a breach of the Hotel's obligations or of its contractually typical obligations. Breaches of obligations by the Hotel's legal representatives or vicarious agents are equivalent to such breaches by the Hotel itself. Unless otherwise stipulated in the present Section XII, liability for any other claims is hereby disclaimed. If the guest is a consumer the Hotel disclaims all liability for minor negligence, with the exception of personal injury. If the guest is a business enterprise the Hotel disclaims all liability for minor or gross negligence, and in this event the guest

bears the burden of proof that there is fault [on the Hotel's part]. No compensation will be paid for consequential, intangible or indirect loss or damage or for lost profits. In all cases the loss or damage for which compensation is due shall be limited to the amount of the damage incurred because the Party has relied on the validity of the agreement (Vertrauensinteresse). In the event of any disruptions to or faults in the Hotel's services the Hotel will make every effort to remedy them as soon as it becomes aware of them or is notified by the guest. The guest undertakes to provide all reasonable assistance in remedying the fault and keeping any damage to a minimum.

2. The Hotel is liable pursuant to Sections 970 ff ABGB for items brought to the hotel by the guest. However, the Hotel is only liable if the items are handed over to the Hotel or to personnel authorised by the Hotel or are placed in a location designated by those persons, for instance the hotel or bedroom safe. Unless the Hotel succeeds in proving [that it is not at fault], the Hotel is liable for actions where it, its own personnel and persons entering or leaving the hotel are at fault. Pursuant to Sections 970 ff ABGB, the Hotel's maximum liability is the amount laid down in the prevailing version of the Austrian Federal Act of 16 November 1921 concerning the Liability of Hotel Proprietors and other Business Enterprises, currently EUR 1,100. If guests fail immediately to comply with the Hotel's advice to leave their property in a special place of safekeeping the Hotel is exempt from all liability. The maximum extent of any liability on the Hotel's part is limited to the sum insured under the Hotel's public liability insurance, and any fault on the guest's part must be taken into account.
3. Pursuant to Section 970a ABGB the Hotel is liable for valuables, cash and securities up to a current maximum value of EUR 550. The Hotel is only liable for any greater loss or damage either if it has taken the property into safekeeping in full awareness of its nature or if it or its personnel are responsible for the loss or damage in question. The limitation on liability laid down in the current Section XIII applies analogously. The Hotel is entitled to refuse to hold valuables, cash or securities in safekeeping if their value is significantly greater than that of the property customarily entrusted by guests to the Hotel for safekeeping. If the guest wishes to bring to the hotel money, securities or valuables to a value in excess of EUR 550, or other items to a value of over EUR 1,100, it must make a separate safekeeping agreement with the Hotel. In any case where property has been taken into safekeeping all liability is disclaimed if the guest fails to notify the Hotel as soon as it becomes aware of its loss or damage.
4. If the Hotel provides the guest with a parking space in

the Hotel garage or car park, including for a charge, this does not constitute a safekeeping agreement. In the event of the loss of or damage to motor vehicles while parked or being driven on the Hotel's grounds, or to the contents thereof, the Hotel is only liable pursuant to subsection XII, 1, sentences 1 to 4 above.

or unworkable provisions. The above provisions apply correspondingly in the event of any gaps in the Contract's provisions. In other respects the statutory provisions apply.

5. The Hotel will take all due care in complying with requests for wake-up calls. Messages, mail and consignments of goods for guests will be handled with care. The Hotel will deal with the delivery, safekeeping and, on request and for a charge, dispatch of the same. In this respect too the Hotel is only liable pursuant to subsection IX, 1, sentences 1 to 4 above.

Vienna, February 2014.

XIV. Right to Refuse Admittance or Eject Guests

The Hotel is entitled to refuse a guest admittance to the Hotel or accommodation therein if on the guest's arrival it has good grounds for believing that the guest is under the influence of drugs or alcohol or otherwise behaves in an offensive manner towards hotel staff or other guests. The Hotel is entitled to eject a guest from the Hotel and cancel without notice its existing Contract with that guest if he or she repeatedly disturbs the peace or causes a nuisance for other guests or hotel staff.

XV. Closing Provisions

1. Any amendments or supplements to the Contract, the [provisions governing] acceptance of orders or to these General Terms and Conditions must be made in writing. Any unilateral amendments or supplements made by the guest are hereby null and void.
2. The place of commercial performance and payment is the registered office of the relevant Hotel.
3. The exclusive place of jurisdiction for bilateral business transactions is the Hotel's seat, though the Hotel is also entitled to assert its rights at any other geographically or materially competent court. In the case of consumers their own place of jurisdiction applies.
4. These General Terms and Conditions are governed by Austrian law, to the exclusion of UN sales law and legal provisions governing conflicts of law.
5. Should individual provisions of these General Terms and Conditions be or become inoperable or unworkable this shall be without prejudice to the other provisions hereof. In this event the inoperable or unworkable provisions must be replaced by operable and workable provisions whose effects match as closely as possible the Contracting Parties' commercial purpose when formulating the inoperable