

HOTEL

ASTRID

GENERAL TERMS AND CONDITIONS FOR THE HOTEL INDUSTRY

(based on the AGBH 2006 of the Austrian Federal Economic Chamber)

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§ 1 Scope of Application

1.1 Our General Terms and Conditions are governed by the General Terms and Conditions for the Hotel Industry 2006 (AGBH 2006) defined by the Austrian Federal Economic Chamber (Wirtschaftskammer Österreich).

1.2 The AGBH 2006 do not preclude special agreements. The AGBH 2006 are subsidiary to individually agreed terms.

§ 2 Definitions

2.1 “Proprietor” (Beherberger): Means an individual or legal entity providing accommodation to guests against remuneration (Hotel Astrid).

2.2 “Guest” (Gast): Means an individual making use of accommodation. The Guest is usually also the Party. Guests also include persons traveling with the Party (e.g., family members, friends, etc.).

2.3 “Party / Contracting Party” (Vertragspartner): Means a natural or legal person from Austria or abroad who concludes an Accommodation Agreement as a Guest or on behalf of a Guest.

2.4 “Consumer” and “Entrepreneur”: The terms are to be understood within the meaning of the Austrian Consumer Protection Act 1979 (KSchG) as amended.

2.5 “Accommodation Agreement” (Beherbergungsvertrag): Means the agreement concluded between the Proprietor and the Party, the content of which is specified in the following provisions.

§ 3 Conclusion of Contract – Deposit

3.1 The Accommodation Agreement is concluded upon acceptance of the Party's booking order by the Proprietor. Electronic declarations shall be deemed received when the party for whom they are intended can retrieve them under ordinary circumstances, and receipt occurs during the designated business hours of the Proprietor.

3.2 The Proprietor is entitled to conclude the Accommodation Agreement under the condition that the Party makes a deposit payment. The required deposit amount is communicated to the Party depending on the rate and requested booking period. If the Party agrees to the deposit during the booking process and completes the booking, the Accommodation Agreement becomes effective upon payment of the deposit by the Party to the Proprietor.

3.3 The Party is obligated to pay the deposit no later than 7 days (received funds) prior to accommodation or to provide a valid credit card for authorization and debiting. Transaction costs (e.g., bank transfer fees) shall be borne by the Party. For credit and debit card payments, the respective terms and conditions of the card issuers apply.

3.4 Detailed Deposit Policy:

Standard & Flexible Rates: For general arrangements outside of non-refundable rates and special promotional offers, a deposit of **30% of the total booking amount** applies, irrespective of arrival and departure dates.

Non-Refundable Rates & Special Promotions: A **100% payment of the total booking amount** is due upon booking. This payment is recorded as a deposit. The Proprietor has up to 7 days after booking completion to charge the provided credit card.

Group Bookings: Separate deposit and cancellation conditions apply to group bookings, as stipulated in the respective individual contracts.

§ 4 Start and End of Accommodation

4.1 Unless the Proprietor offers a different check-in time, the Party is entitled to occupy the rented rooms from **3:00 PM** on the agreed date of arrival.

4.2 If a room is occupied for the first time before 8:00 AM, the preceding night shall count as the first overnight stay.

4.3 The rented rooms must be vacated by the Party on the day of departure by **10:00 AM**. The Proprietor is entitled to charge for an additional day if the rented rooms are not vacated on time. Early Check-In or Late Check-Out may be offered upon request and availability for an additional fee.

§ 5 Rescission of the Contract – Cancellation Fee

Rescission by the Proprietor:

5.1 If the Accommodation Agreement provides for a deposit and the deposit has not been paid by the Party within the due period, the Proprietor may rescind the Accommodation Agreement without granting a grace period.

5.2 If the Guest does not arrive by 8:00 PM on the agreed arrival date, there is no obligation to provide accommodation unless a later arrival time was agreed upon.

5.3 If the Party has paid a deposit (see 3.3), the rooms shall remain reserved until no later than 11:00 AM on the day following the agreed arrival date. In the case of prepayment for more than four days, the accommodation obligation ends at 6:00 PM on the second day, with the arrival date counted as the first day, unless the Guest communicates a later arrival date.

5.4 Up to 1 month prior to the agreed arrival date at the latest, the Accommodation Agreement may be rescinded by the Proprietor for objectively justified reasons by unilateral declaration, unless agreed otherwise.

5.5 In the event of a technical malfunction transmitting an abnormally low overnight rate into online booking systems that is more than 70% below the regular overnight rate of the travel date, the Proprietor reserves the right to rescind the contract within 48 hours.

Rescission by the Party – Cancellation Fee:

5.6 Rescission by unilateral declaration of the Party is only possible upon payment of the agreed cancellation fees. Cancellations are only valid in writing.

5.7 Special, non-regular promotions may carry separate cancellation terms, which are explicitly described during booking and accepted by the Party during the booking process.

Travel Impediments & Force Majeure:

5.8 If the Party cannot arrive at the accommodation on the day of arrival due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, road closures, etc.) rendering all travel options impossible, the Party is not obliged to pay the agreed remuneration for the days of arrival.

5.9 The obligation to pay remuneration for the booked stay resumes as soon as arrival becomes possible again, provided arrival is possible within three days.

§ 6 Provision of Substitute Accommodation

6.1 The Proprietor may provide the Party or Guests with adequate substitute accommodation (of equivalent quality) if this is reasonable for the Party, particularly if the variance is minor and objectively justified.

6.1.1 In the event of a necessary closure of the hotel due to economic or operational reasons, the Proprietor shall inform the Party at least four weeks prior to arrival. The Proprietor will inquire with a comparable hotel in the Saalbach-Hinterglemm region and propose it as an alternative to the Party. Should no equivalent property be open in Saalbach-Hinterglemm, a comparable business within a 30 km radius will be suggested. Contact details of the substitute lodging will be duly provided. If the Party does not wish to accept this alternative offer, the room cancellation with the Proprietor is free of charge, and the Party may arrange alternative lodging independently. No additional surcharge will be passed on, as an equivalent replacement was already offered by the contracting party.

6.2 An objective justification exists, for instance, if the room(s) become unusable, already accommodated guests extend their stay, overbooking occurs, or other operational measures necessitate this step.

6.3 Any additional expenses incurred for the substitute accommodation shall be borne by the Proprietor.

§ 7 Rights of the Party

7.1 By concluding an Accommodation Agreement, the Party acquires the right to the customary use of the rented rooms, the facilities of the accommodation establishment generally accessible to guests for use without special conditions, and standard service.

§ 8 Obligations of the Party

8.1 The Party is obligated to pay the agreed remuneration plus any additional charges incurred due to separate service utilization by the Party and/or accompanying guests, plus statutory VAT, no later than at the time of departure.

8.2 The Proprietor is not obligated to accept foreign currencies. If foreign currencies are accepted, they will be taken at the daily exchange rate where feasible. Should the Proprietor accept foreign currencies or cashless payment methods, all associated transaction costs (e.g., inquiries with credit card providers, fees) shall be borne by the Party.

8.3 The Party is liable to the Proprietor for any damage caused by the Party, the Guest, or other persons who accept services of the Proprietor with the knowledge or will of the Party.

8.4 The Party is obligated to pay for mandatory festive menus included in room rates on specific dates (e.g., Christmas Eve, New Year's Eve Gala Menu) and cannot claim a credit if the arrangement was booked as an integral package. Should the Party choose to dine out on those evenings, the service will still be charged. Compensation is not possible, as the package terms were defined at the time of booking and accepted by the customer.

§ 9 Rights of the Proprietor

9.1 If the Party refuses to pay the stipulated remuneration or is in arrears, the Proprietor is entitled to the statutory right of retention pursuant to § 970c ABGB (Austrian General Civil Code) as well as the statutory right of lien pursuant to § 1101 ABGB on items brought in by the Party or the Guest. This right of retention or lien also serves to secure claims arising from the Accommodation Agreement, in particular for catering, other outlays made on behalf of the Party, and any compensation claims.

9.2 If room service is requested or service is required outside of standard hours (after 9:00 PM and before 7:00 AM), the Proprietor is entitled to charge a special fee. The Proprietor may also decline these services for operational reasons.

9.3 The Proprietor reserves the right to issue invoices or interim bills for services rendered at any time.

§ 10 Obligations of the Proprietor

10.1 The Proprietor is obligated to provide the agreed services to a standard commensurate with the hotel's category.

10.2 Extra services provided by the Proprietor that require separate price indication and are not included in the basic accommodation rate include, for example:

- a) Special accommodation services that may be invoiced separately.
- b) Provision of extra beds and/or cots at a discounted surcharge.

§ 11 Liability for Damage to Brought-in Property

11.1 The Proprietor is liable pursuant to §§ 970 ff ABGB for items brought in by the Party. Liability only applies if the items have been handed over to the Proprietor or authorized personnel or placed in a location designated by them. Unless the Proprietor proves otherwise, the Proprietor is liable for own fault or the fault of employees as well as persons entering and leaving the premises. Pursuant to § 970 (1) ABGB, liability is capped at the statutory maximum amount set by the Federal Act of 16 November 1921 on the Liability of Innkeepers and other Entrepreneurs, as amended. If the Party or Guest does not promptly comply with the Proprietor's request to deposit belongings in a designated secure place, the Proprietor is released from all liability. Maximum liability is capped at the sum insured under the Proprietor's liability insurance. Any contributory negligence of the Party or Guest shall be taken into account.

11.2 Liability of the Proprietor for slight negligence is excluded. If the Party is an Entrepreneur, liability for gross negligence is also excluded. In such case, the Party bears the burden of proof. Consequential or indirect damages as well as lost profits shall not be compensated under any circumstances.

11.3 For valuables, money, and securities, the Proprietor's liability is limited to a maximum amount of currently **€ 550.00**. The Proprietor is liable for damages exceeding this amount only if such items were accepted for safekeeping with knowledge of their nature, or if the damage was caused intentionally or through gross negligence by the Proprietor or hotel personnel. Limitations pursuant to 12.1 and 12.2 apply accordingly.

11.4 The Proprietor may refuse safekeeping of valuables, money, and securities if the items are significantly more valuable than those customarily deposited by guests of the establishment.

11.5 In any case of accepted safekeeping, liability is excluded if the Party and/or Guest fails to report the damage immediately upon becoming aware of it. Furthermore, claims must be asserted in court within three years from the date of knowledge or possible knowledge; otherwise the right is forfeited.

§ 12 Limitations of Liability

12.1 If the Party is a Consumer, the Proprietor's liability for slight negligence, with the exception of personal injury, is excluded.

12.2 If the Party is an Entrepreneur, liability for slight and gross negligence is excluded. In this case, the Party bears the burden of proof. Consequential damages, non-material damages, indirect damages, and lost profits will not be reimbursed. The damages to be compensated shall in any case be limited to the reliance interest.

§ 13 Pet Policy

13.1 Pets may only be brought into the accommodation establishment with the prior consent of the Proprietor and, if applicable, for an extra cleaning fee.

13.2 The Party bringing a pet is obligated to properly keep and supervise the pet during the stay or have it cared for by suitable third parties at own expense.

13.3 The Party or Guest bringing a pet must have adequate pet liability insurance or private liability insurance covering damage caused by animals. Proof of insurance must be presented upon request by the Proprietor.

13.4 The Party and their insurer are jointly and severally liable to the Proprietor for any damage caused by brought pets. Damage includes, in particular, compensation claims the Proprietor is required to provide to third parties.

13.5 House rules regarding designated pet-free zones and public areas communicated prior to check-in must be strictly observed.

§ 14 Extension of Accommodation

14.1 The Party has no legal entitlement to an extension of stay. If the Party announces a request to extend the stay in good time, the Proprietor may agree to the extension. The Proprietor is under no obligation to do so.

14.2 If the Party cannot depart on the day of departure due to unforeseeable extraordinary circumstances (e.g., extreme snowfall, flooding, etc.) closing all travel routes, the Accommodation Agreement shall be automatically extended for the duration of the travel impossibility. A rate reduction for this period is only possible if the Party cannot make full use of the hotel services offered due to the weather conditions. The Proprietor is entitled to charge at least the rate customarily charged during the low season.

§ 15 Termination of Contract – Early Rescission

15.1 If the Accommodation Agreement was concluded for a fixed period, it ends upon expiration of that term.

15.2 If the Party departs prematurely, the Proprietor is entitled to demand the full agreed remuneration. The Proprietor shall deduct savings resulting from non-utilization of services or income obtained by renting the booked rooms to other guests. Savings exist only if the establishment is fully booked at the time of non-utilization and the room can be re-let due to the Party's cancellation. The burden of proof regarding savings rests with the Party.

15.3 The contract with the Proprietor terminates upon the death of a Guest.

15.4 If the Accommodation Agreement was concluded for an indefinite period, the parties may terminate the contract by 10:00 AM on the third day prior to the intended end of the contract.

15.5 The Proprietor is entitled to terminate the Accommodation Agreement with immediate effect for good cause, particularly if the Party or Guest:

- **a)** Makes significantly detrimental use of the premises or causes severe nuisance to other guests, the owner, staff, or third parties through reckless, offensive, or grossly improper behavior, or commits a punishable offense against property, morality, or physical safety;
- **b)** Is afflicted with a contagious disease or an illness exceeding the duration of the stay, or becomes in need of inpatient care;
- **c)** Fails to pay presented bills upon maturity within a reasonably set grace period (3 days).

15.6 If performance becomes impossible due to an event deemed force majeure (e.g., elemental events, strike, official orders, government restrictions), the Proprietor may terminate the contract at any time without notice, unless the contract is already deemed dissolved by law. Any damage claims by the Party are excluded.

§ 16 Sickness or Death of the Guest

16.1 If a Guest falls ill during the stay, the Proprietor shall arrange medical care upon request. In imminent danger, the Proprietor shall arrange medical assistance even without a specific request, especially if necessary and the Guest is unable to do so.

16.2 As long as the Guest is unable to make decisions or relatives cannot be contacted, the Proprietor will arrange medical treatment at the Guest's expense. The scope of care ends as soon as the Guest can make decisions or relatives have been notified.

16.3 The Proprietor has claims for reimbursement against the Party and the Guest (or their legal successors in the event of death) in particular for:

- **a)** Outstanding doctor's fees, patient transport, medicines, and medical aids;
- **b)** Necessary room disinfection;
- **c)** Unusable linen, bed linen, and bedding, or costs for disinfection and deep cleaning;

- **d)** Restoration of walls, furnishings, carpets, etc., contaminated or damaged in connection with the illness or death;
- **e)** Room rental for the period the room was occupied by the Guest, plus days of room unfitness due to disinfection, clearing, etc.;
- **f)** Any other related damages incurred by the Proprietor.

§ 17 Place of Performance, Jurisdiction & Governing Law

17.1 The place of performance is the place where the hotel establishment is located.

17.2 This Agreement is governed by Austrian formal and substantive law, excluding the rules of Private International Law (in particular IPRG and Rome Convention/Regulations) and the UN Convention on Contracts for the International Sale of Goods (CISG).

17.3 The exclusive place of jurisdiction for bilateral business transactions (B2B) is the registered seat of the Proprietor, with the Proprietor retaining the right to assert claims before any other court of competent jurisdiction.

17.4 If the Accommodation Agreement was concluded with a Consumer having their domicile or habitual residence in Austria, actions against the Consumer may only be brought at the Consumer's domicile, habitual residence, or place of employment.

17.5 If the Accommodation Agreement was concluded with a Consumer residing in an EU Member State (except Austria), Iceland, Norway, or Switzerland, the court having jurisdiction for the Consumer's place of domicile shall have exclusive jurisdiction.

§ 18 Miscellaneous

18.1 Unless otherwise specified above, time limits commence upon delivery of the written notice to the Party required to observe the deadline. When calculating deadlines defined in days, the day on which the triggering event falls shall not be counted. Time limits defined in weeks or months relate to the corresponding day of the week or month. If this day is missing in the month, the last day of that month is decisive.

18.2 Declarations must be received by the other contracting party no later than 8:00 PM on the final day of the period.

18.3 The Proprietor is entitled to offset own claims against claims of the Party. The Party is not entitled to offset against claims of the Proprietor unless the Proprietor is insolvent or the Party's claim has been judicially established or acknowledged by the Proprietor.

18.4 In the event of regulatory gaps, the relevant statutory provisions shall apply.

§ 19 Vouchers and Discount Codes

19.1 Vouchers cannot be redeemed for cash.

19.2 A voucher cannot be used to settle a cancellation fee.

19.3 Vouchers can only be redeemed upon payment processing. Reversal or refund of voucher values is excluded.

19.4 Prior to transferring a voucher, the Proprietor's consent must be obtained to verify the voucher terms and validity.

19.5 Any voucher, discount code, or value gift certificate must be presented at reception during Check-In so it can be duly applied to invoice creation.

19.6 For purchased value vouchers, statutory limitation periods apply. Promotional vouchers including a discount or complimentary service are defined by the Proprietor, strictly limited in time, and must be redeemed within the specified period.

19.7 For **WellCard Vouchers**: Redeemable only in conjunction with an overnight stay. Not valid for standalone restaurant or bar consumption.

19.8 For **Discount Codes**: Valid exclusively for online direct bookings on the hotel's official website.

19.9 Discount codes apply only to Flexible Daily Rates. Free night specials, special discounts, or already discounted rates are excluded from code redemption.

19.10 Discount codes cannot be applied retroactively to existing bookings. If a discount code is received through a marketing campaign after a booking has been made, it cannot be credited to that booking.

As of: 15 August 2026

HOTEL ASTRID • SAALBACH-HINTERGLEMM