

## Terms & Conditions

Hotel Kitzhof GmbH – Schwarzseestrasse 8-10, A 6370 Kitzbühel

### § 1 General

1. Austrian Hotel Contract Conditions apply.
2. These terms and conditions of business shall apply to contracts about the letting of hotel rooms for accommodation purposes as well as to all other goods and services provided to the customer by the hotel.
3. Subletting of the rooms provided and use of them for different purposes than accommodation shall only be allowed with the prior written approval of the Hotel Kitzhof.

### § 2 Contractual partner

1. In cases of doubt, the contractual partner of Hotel Kitzhof is deemed to be the party making the booking, even if he or she has made the booking on behalf of other individuals or jointly booked with another named individual.
2. Persons staying at the hotel are deemed guests, in accordance with the terms and conditions of the contract.
3. The contract partners shall be the Hotel and the customer. If a third party has ordered on behalf of the customer, the former shall be liable to the Hotel together with the customer jointly and severally for all the commitments arising from the admission contract with the Hotel.

### § 3 Conclusion of contract, deposit

1. The accommodation contract for Hotel Kitzhof usually becomes effective through the acceptance of a written or verbal order from the guest.
2. The Hotel Kitzhof shall be entitled to demand appropriate advance payment or the provision of appropriate securities when the contract is concluded or afterwards, taking the legal regulations about all-inclusive package tours into account. The size of the advance payment and the payment deadlines can be agreed in writing in the contract.
3. Hotel Kitzhof can also insist that the entire amount of the agreed booking be paid in advance.

### § 4 Beginning and end of stay

1. The customer shall not acquire any right to the provision of specific rooms.
2. Rooms that have been booked shall be available to the customer from 03:00 pm on the agreed arrival date onwards. The customer shall not have any right to earlier provision.
3. Hotel Kitzhof maintains the right to withdraw from the contract in the event that the guest does not appear by 6:00 pm on the agreed day of arrival, except where a later arrival time has been agreed.
4. If the guest has paid a deposit, the room(s) shall remain reserved until 12:00 pm the following day, at the latest.
5. If a room is occupied before 6:00 am, then the previous night shall count as the first overnight stay.
6. Guests are required to check out of their rooms by 11:00 am on the agreed day of departure.

## **§ 5 Withdrawal from accommodation contract**

1. In the summer season from 01.04. till 30.11. of the current year up until 48 hours before the agreed arrival date, no cancellation fee shall be charged, unless a different period was agreed.
2. In the last 48 hours before the agreed arrival date cancellations shall incur a fee of 90% of the total package price. The same applies in the event of a "no show", unless a different period was agreed.
3. In the winter season from 12.1. to 31.03. of the current year apply the following cancellation deadlines, unless a different period was agreed:
  - Up to 30 days before the agreed arrival date, no cancellation fee shall be charged.
  - Up to 7 days before the agreed arrival date 30% cancellation fee of the entire stay will be payable in the event of a cancellation.
  - Up to 2 days before the agreed arrival date 70% cancellation fee of the entire stay will be payable in the event of a cancellation.
  - From 2 days before the agreed arrival date or "no show" 90% cancellation fee of the entire stay will be payable in the event of a cancellation.

## **§ 6 Providing a replacement accommodation**

1. Hotel Kitzhof can offer the guest a suitable alternative room, if this is deemed reasonable for the guest, in particular where the difference is negligible and can be factually justified
2. Factual justification is given, for example, if the room(s) has become unusable or, if guests already in the room extend their stay, or where important operational contingencies require such measures to be taken.
3. Any additional expenses incurred for the alternative room shall be borne by Hotel Kitzhof.

## **§ 7 Rights of the guest**

1. By signing the accommodation contract, the guest acquires the right to the standard use of the rented room(s), and the facilities at Hotel Kitzhof, which are usually made available to guests with no special conditions and to the usual service.
2. The guest has the right to access the room from 3:00 pm on the agreed day of arrival.
3. The guest have no replacement of meals, if he or she chooses not to take the agreed meals at the scheduled times in the facilities specified for this purpose.

## **§ 8 Obligations of the guest**

1. The agreed amount is to be paid at the end of the contractual period for the accommodation. Hotel Kitzhof does not accept foreign currency as payment, neither is the hotel obliged to accept non-cash payment methods such as cheques, credit cards, credit notes, vouchers, etc. Any costs incurred in accepting such methods of payment, e.g. telephone calls, etc., shall be borne by the guest.
2. If food and drink are available at the hotel, but the guests still decides to bring their own meals from outside and consume in public areas, then in such cases, Hotel Kitzhof reserves the right to charge a fee for appropriate compensation (corkage charge).
3. Guests with electrical devices must obtain consent from the management of Hotel Kitzhof before using any electrical equipment, which is not considered part of the normal travel requirement.
4. In the event of damage caused by the guest, the provisions of the law regarding compensation for damage apply. Therefore the guest is liable for any damage or disadvantage suffered by Hotel Kitzhof or third person(s) due to his or her fault or that of his or her companions or any other persons for whom he or she is responsible. This applies even in the case where the injured party is entitled to claim compensation directly from Hotel Kitzhof.
5. The municipality of Kitzbühel charges a local tax of € 3,50 per person (15 years and older) per day.

### **§ 9 Rights of Hotel Kitzhof**

1. If the guest refuses to pay the specified amount or is in arrears, Hotel Kitzhof maintains the right to withhold any belongings handed-in by the guest as security for payment outstanding for accommodation, food and costs incurred on behalf of the guest. (§ 970 c ABGB withholding right)
2. In order to ensure Hotel Kitzhof receives the agreed payment, the hotel has the right of lien on the objects handed-in by the guest. (§ 1101 ABGB Right of Lien for hoteliers).
3. If service is requested either in a guest room or at unsociable hours, Hotel Kitzhof is entitled to add a surcharge for this service. Hotel Kitzhof may also refuse to provide these services for operational reasons.

### **§ 10 Obligations of Hotel Kitzhof**

1. Hotel Kitzhof is obliged to provide the agreed services to an appropriate standard.
2. The listed prices are inclusive. All room rates are per person and per night.

### **§ 11 Hotel Kitzhof's liability of damage**

1. Hotel Kitzhof is liable for damages suffered by the guest if the loss has been incurred in connection with the operation of the hotel and the hotelier or his employees are at fault.
2. Liability for objects handed-in. Hotel Kitzhof is also liable as a depository for items handed-in by guests for safekeeping for a maximum of € 1,100.00, unless the hotelier can prove that the loss was neither the fault of himself nor one of his employees, nor that it was caused by strangers entering or exiting the hotel. Under these circumstances, Hotel Kitzhof shall be liable for valuables, money and securities to a maximum of € 550.00 unless the hotelier is aware of the value when he takes it in for safekeeping or where the damage has been caused by himself or his employees in which case he would be subject to unlimited liability. Notices displaying the rejection of liability have no legal effect. The hotel maintains the right to refuse the safekeeping of certain valuables, money or securities where this involves items of a significantly greater value than guests would normally surrender for safekeeping at the hotel. Any agreement intended to reduce the liability below the values stated above is legally invalid. Items are deemed to be handed-in if they have been accepted by a member of staff of the hotel or have been brought to the desk designated by the hotel for such purpose. (§§ 970 ff. ABGB.)
3. The use of the underground parking and the ski room in the hotel occurs on own danger of the guest. The hotel does not stick for theft of the introduced vehicle, also not for theft of objects from introduced vehicles. The hotel does not stick for damages in introduced vehicles. Also the hotel assumes no liability for damages by weather-conditioned high water (rain or floods), e.g., in the underground parking.
4. The hotel is not liable for ski equipment which wasn't locked properly with the provided appliance.

### **§ 12 Pets**

1. Pets are only allowed on the premises with prior consent of the hotelier. Please contact a member of staff at reception before making the journey to the hotel. Special charges apply.
2. Pets are not allowed in restaurant areas, wellness centre or hotel garden.
3. Pet owners shall be charged an additional € 25.00 per night. The Hotel Kitzhof reserves the right to invoice a final cleaning fee.
4. The guest is liable for damage caused by his or her pet(s), in accordance with the provisions of the law regarding pet owners (§ 1320 ABGB).

### **§ 13 Extension of stay**

1. Guests who wish to extend their stay must seek the consent of Hotel Kitzhof.

#### **§ 14 Ending of stay**

1. If the accommodation contract has been agreed for a specified period, the contract ends when the agreed period expires. Should the guest choose to depart early, the hotelier is entitled to request the full agreed booking price. However, Hotel Kitzhof is also obliged to take all appropriate steps to ensure that rooms left empty by the cancellation are rented to other guests as far as circumstances allow.
2. The death of a guest effects the termination of the contract with Hotel Kitzhof.
3. In the event where the guest does not vacate his or her room by 12:00 pm, Hotel Kitzhof is entitled to invoice the guest for an additional night's stay.
4. Hotel Kitzhof is entitled to terminate the accommodation contract with immediate effect if the guest:
  - a. treats the room in a detrimental manner or through his or her inconsiderate, objectionable or otherwise inappropriate behaviour, spoils the peaceful experience of the other guests or is guilty of making threats against the staff, fellow guests or the property at Hotel Kitzhof or is seen to endanger the moral values or the physical safety of the hotelier;
  - b. suffers a contagious disease or an illness which is expected to exceed the period of stay or is in need of special medical care.

#### **§ 15 Illness or death of a guest at the hotel**

1. In the event where a guest falls ill during his or her stay, Hotel Kitzhof is obliged to arrange medical assistance if necessary, in particular where the guest is not in a position to do so.

In the event of death, Hotel Kitzhof is entitled claim the following costs from the deceased's legal successor:

- a. Payment for all medical expenses not settled by the guest;
- b. Payment for the requisite disinfecting of the room(s), if ordered by the public health officer;
- c. Compensation for any household linen, bed linen and bed fixtures and fittings that have become unusable, in return these items shall be handed over to the legal successor, and also for the disinfecting or cleaning of all these items;
- d. Compensation for the restoration of any walls, fixtures and fittings, carpets etc. that may have been contaminated or damaged by the illness or fatality;
- e. Compensation for room rent lost due to the temporary unusable state of the room caused by the illness or death (min.3, max.7 days).

#### **§ 16 Place of fulfillment and court of jurisdiction**

1. Place of fulfillment and court of jurisdiction is A-6370 Kitzbühel.