

Terms & Conditions (Group Tours & MICE)

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

These terms and conditions for group tours & MICE (Meetings, Incentives, Congress, Events) are an integral part of the engagement agreed by the event organiser for group tours, i.e. between the event organiser and Hotel Kitzhof. Different conditions need the written form and mutual acceptance. The event organiser shall be subject to these terms and conditions and all relevant trade guidelines listed in the current version of the Austrian Hotel Contract Conditions and by signing this contract agrees to accept liability for compliance.

Formation of contract and subject matter

1. Offers of the hotel are always subject to change. The contract is concluded through the acceptance of the booking by the hotel.
2. If the customer / orderer is not the organizer himself and / or if the organizer involves a commercial intermediary or organizer, the latter shall be liable jointly and severally with the organizer for all the commitments arising from the contract.
3. The sub-letting and re-letting of the provided rooms as well as use for other purposes than accommodation require the prior written consent of the hotel.

Arrival and departure

1. The contract partner shall not acquire any right to the provision of specific rooms, unless the Hotel Kitzhof has confirmed the provision of specific rooms in writing.
2. Rooms that have been booked shall be available to the contract partner from 03:00 pm on the agreed arrival date onwards. He shall not have any right to earlier provision, unless he has agreed this in writing with the Hotel Kitzhof.
3. Rooms that have been booked shall be claimed by the contract partner or the relevant participants in the event by 06:00 pm on the agreed arrival date at the latest. Unless a later arrival time has been expressly agreed, the Hotel Kitzhof shall have the right to use rooms that have been booked for other purposes after 06:00 pm, without the contract partner being able to base claims for compensation on this. In this respect, the Hotel Kitzhof shall have a cancellation right.
4. The rooms shall be made available to the Hotel Kitzhof cleared at 11:00 am on the agreed departure date at the latest. After this, the Hotel Kitzhof shall be entitled to issue an invoice not only for the damage it incurs as a result but also for the day price of the room for the additional use of the room up to 18:00 and from 18:00 onwards 100% of the full accommodation price.

Guaranteed number of participants

The exact number of persons participating in the event and a list of participants and conference room requirements must be supplied to Hotel Kitzhof no later than 14 working days before the proposed date of the event. This information must be submitted in writing to the conferencing department of the hotel. The number of participants given shall be considered the guaranteed minimum number of individuals arriving, and shall be invoiced as such, regardless of the circumstances. This guaranteed minimum number of participants shall be considered the basis for invoicing and, as such, shall entail invoicing for all booked services. Should additional persons participate in the event, the invoice shall reflect the actual number of participants present.

Cancellation fees

No fee shall be charged for cancellation 8 weeks prior to the agreed date of the event. In the case of cancellation up to 6 weeks before the agreed date of the event, 50% of the total services booked shall be charged. In the case of cancellation up to 4 weeks before the agreed date of the event, 70% of the total services booked shall be charged. If cancellation notice is received within 3 days of the agreed date of the event, 100% of all services booked shall be charged. A reduction in the number of participants by a maximum of 10% of the original figure submitted shall be free of charge, providing that notice of the reduction is received no later than 14 working days before the agreed start date of the event. These periods are valid only as long as nothing else was agreed in written form.

All bookings, cancellations and changes (e.g. change of names, change of arrival or departure times, etc.) must be submitted in writing. Our members of staff are not entitled to accept alterations or cancellations over the phone.

Beverages

Unless otherwise agreed, all drinks shall be charged in accordance with actual consumption.

Food and beverages from outside our premises

Food and beverages from outside our premises must be approved by the management at Hotel Kitzhof. In such cases, the hotel reserves the right to charge a fee for appropriate compensation (corkage charge).

Technicians

In the case where technicians from outside the premises are required for the event, the hotel shall invoice all costs incurred for such work to the event organiser.

Music

Event organisers planning any form of musical performances are obliged to give Hotel Kitzhof sufficient notice as well as details of the performance. The event organiser is further obliged to complete the necessary registration for royalties (with the AKM office: authors, composers and music publishers) and entertainment tax within the legal timeframe required. The organiser also agrees to produce the approved applications one week prior to the event. Hotel Kitzhof accepts no responsibility for any damages or claims relating to such performances.

Decoration

The event organiser is obliged to consult the management regarding any form of decoration or material which he or she intends to install. The installation must be carried out by trained personnel and must comply with all fire safety regulations. The conference rooms must not be damaged. All costs associated with the installation and removal of decorations shall be borne by the event organiser.

Room rates

The agreed conference room rates apply exclusively to the designated room or rooms and the agreed furniture.

Liability of the customer

1. The event organiser shall be liable for damage caused by his or her guests, employees or representatives. The hotel may also request that the event organiser takes out adequate insurance cover where applicable.
2. As far as the hotel procures technical and other equipment at the request of the customer, it acts exclusively on behalf of, with the authority of and for the account of the customer. The customer is liable to the third party for the careful handling and

proper return of the equipment. He shall save and hold harmless the hotel from all claims of third parties arising from the provision of the equipment.

Liability of the hotel

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 responsibility 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.

Termination of agreement by Hotel Kitzhof

The hotel is entitled to terminate the contract at any time without indicating a reason, if the event jeopardises the smooth running of the business, if the event threatens the reputation or safety of the hotel, if the agreed advance payment is not received on the agreed date, or in the case of force majeure. Hotel Kitzhof accepts no responsibility for any damages or claims relating to such instances.

Services, prices, payment, offsetting

1. All prices are inclusive of all taxes (except the legal local rate of the city of Kitzbühel) and valid until further notice.
2. The Hotel Kitzhof undertakes to provide the services ordered by the organizer and promised by the hotel.
3. The organiser undertakes to pay the agreed and / or standard prices charged by the Hotel Kitzhof for these and other services that have been used. This shall also apply to services it has arranged and payments made by the Hotel Kitzhof to third parties, including in particular to satisfy claims made by copyright exploitation organisations. The contract partner shall in addition be liable for the payment of all the food and drink ordered by the participants in the event as well as all other costs for which the participants in the event are responsible. This shall also apply if and when it has been stipulated in the booking that guests will be paying themselves.
4. The prices arranged include VAT at the legally stipulated rate in each case and can be adapted according to a change. If the period between the conclusion of the contract and the event exceeds four months and if the price generally charged by the Hotel

Kitzhof for such services increases, the contractually agreed price can be increased appropriately up to a maximum of 5%.

5. Invoices issued by the Hotel Kitzhof that do not have a due date shall be payable without any deductions within 14 days of receipt of the invoice. The Hotel Kitzhof is entitled to make accumulated receivables due at any time and to demand immediate payment. If there is a delay in payment, the Hotel Kitzhof shall be entitled to demand the legally stipulated default interest that is applicable at the time - at present 8% - and / or in the case of legal transactions in which a consumer is involved 5% above the basic interest rate. The Hotel Kitzhof reserves the right to provide evidence of higher damage.
6. The Hotel Kitzhof shall be entitled to demand appropriate advance payment at any time. The size of the advance payment and the payment deadlines can be agreed in writing in the contract.
7. The organiser shall only be allowed to offset or reduce a claim held by the Hotel Kitzhof by means of an undisputed or legally definite claim.

Court of Jurisdiction

A-6370 Kitzbühel