

„GTC's“  
GENERAL TERMS AND CONDITIONS  
of  
„Landhaus Obersteinriegl“

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Version 23.05.2022

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§ 1 Scope

- 1.1 These General Terms and Conditions of Landhaus Obersteinriegl (hereinafter referred to as "GTC's") replace all previous written conditions and agreements.
- 1.2 The GTC's do not exclude special agreements. The GTC's are subsidiary to agreements made in detail.

## § 2 Definition of terms

### 2.1 Definition of terms

„Proprietor“:

is a natural or legal person who accommodates guests against remuneration.

„Guest“:

is a natural person who makes use of an accommodation. Usually, the guest is also the Party. Guests are also those persons who arrive with the Party (e.g. family members, friends, etc.).

„Party“:

is a natural or legal person, domestic or foreign, who concludes an Accommodation Agreement as a guest or for a guest.

„Consumer“ and „Entrepreneur“:

these terms are to be understood as defined by the Consumer Protection Act 1979 (Konsumentenschutzgesetz).

„Accommodation Agreement“:

is the agreement concluded between the Proprietor and the Party, the contents of which are specified below.

### § 3 Conclusion of Agreement – Down payment

- 3.1 The Accommodation Agreement shall be concluded upon acceptance of the Party's order by the Proprietor itself or by the respective commissioned provider (e.g. AirBnB, booking.com, hotels.com, etc.). Electronic declarations shall be deemed received if the party for whom they are intended can access them under normal circumstances and the access takes place during the business hours of the Proprietor.
- 3.2 The Proprietor shall be entitled to conclude the Accommodation Agreement on condition that the Party makes a down payment. In this case, the Proprietor shall be obliged to inform the Party of the required down payment before accepting the written confirmation of the Party. If the Party agrees to the down payment (in writing), the Accommodation Agreement shall be concluded upon payment of the down payment by the Party to the Proprietor.
- 3.3 The Party is obliged to make a down payment no later than 6 weeks (received) or immediately, if the lead time of the booking is less than 6 weeks, before the accommodation. The Party shall pay the costs of the money transaction (e.g. transfer charges). Terms of payment and payment targets apply to the individual booking offer.
- 3.4 The down payment is a partial payment on the agreed fee.

### § 4 Start and end of accommodation

- 4.1 Unless the Proprietor offers any other time of occupancy, the Party shall have the right to move into the Landhaus from 4.00 p.m. on the agreed date ("day of arrival").
- 4.2 If the Landhaus is used for the first time before 6.00 a.m., the previous night shall be paid as the first night of accommodation.
- 4.3 The Party shall vacate the rented rooms by 10.00 a.m. on the day of departure. The Proprietor shall be entitled to charge for an additional night if the Landhaus is not vacated in time.

### § 5 Cancellation of the Accommodation Agreement – Cancellation fee

#### Cancellation by the Proprietor

- 5.1 If the Accommodation Agreement provides for a down payment and if the Party has not paid the deposit in time, the Proprietor may rescind the Accommodation Agreement without granting any grace period.
- 5.2 If the Guest does not arrive by 6.00 p.m. on the agreed day of arrival, there is no obligation to provide accommodation unless a later arrival time has been agreed upon.

- 5.3 If the Party has paid a down payment (see 3.3), the premises shall remain reserved until no later than 10.00 a.m. on the day following the agreed day of arrival. In the event of advance payment of more than four days, the obligation to provide accommodation shall end as of 6.00 p.m. of the fourth day, whereby the day of arrival shall be counted as the first day, unless the Guest gives notice of a later day of arrival.
- 5.4 Unless otherwise agreed upon, the Accommodation Agreement may be terminated by the Proprietor by unilateral declaration for objectively justified reasons up to 3 months before the agreed date of arrival of the Party.

### **Cancellation by the Party – Cancellation fee**

- 5.5 The Party may cancel the Accommodation Agreement by unilateral declaration up to 2 months before the agreed date of arrival of the Guest without the payment of a cancellation fee.
- 5.6 Outside the period stipulated in § 5.5., a cancellation by unilateral declaration of the Party is only possible upon payment of the following cancellation fees:  
 - 50 % of the agreed price up to 2 weeks before the arrival date (excl. final cleaning and local tax)  
 - 100 % of the agreed price in the last 2 weeks before the arrival date (excl. final cleaning and local tax)

Up to 2 months	2 months to 2 weeks	Last 2 weeks
No cancellation fee	50%	100%

### **Obstruction of arrival**

- 5.7 If the Party is unable to appear at the accommodating establishment on the day of arrival due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, floods etc.), the Party shall not be obliged to pay the agreed remuneration for the days of arrival. In this case, the Party shall provide the Proprietor with corresponding evidence without being requested to do so.
- 5.8 The obligation to pay for the booked stay shall revive as soon as the arrival becomes possible again if it becomes possible within three days.

## § 6 Provision of alternative accommodation

- 6.1 The Proprietor may provide the Party or the Guests with adequate substitute accommodation (of the same quality) if this is reasonable for the Party, especially if the deviation is minor and objectively justified
- 6.2 An objective justification is given, for example, if the house or individual rooms of the house have become unusable, guests who have already been accommodated extend their stay, there is an overbooking or other important operational measures necessitate this step.
- 6.3 The Proprietor shall pay any additional expenses for the substitute accommodation.

## § 7 Rights of the Party

- 7.1 By concluding an Accommodation Agreement, the Party acquires the right to make normal use of the rented rooms and the facilities of the accommodation establishment, which are usually accessible to the guests for use in the usual way and without special conditions and usual service. The Party shall exercise its rights in accordance with any applicable guest regulations (house rules).

## § 8 Obligations of the Party

- 8.1 The Party is obliged to pay the agreed remuneration plus any additional amounts that have arisen due to the separate use of services by them and/or the accompanying guests incl. any applicable VAT no later than at the time of departure.
- 8.2 The Proprietor is not obliged to accept foreign currencies. If the Proprietor accepts foreign currencies, these shall be accepted at the daily exchange rate if possible. If the Proprietor accepts foreign currencies or cashless means of payment, the Party shall bear all related costs, such as enquiries with credit card companies, telegrams, etc.
- 8.3 The Party shall be liable towards the Proprietor without limitation for any damage caused by the Party or the Guest or other persons who accept services from the Proprietor with the knowledge or will of the Party.
- 8.4 The Party shall be liable in particular for the appropriate, proper and safe use of the accommodation provided, as well as the optional additional equipment offered, e.g. sauna, hot tub, etc.
- 8.5 The Party shall perform its duties in accordance with any applicable guidelines (house rules).

## § 9 Rights of the Proprietor

- 9.1 If the Party refuses to pay the agreed remuneration or is in arrears therewith, the Proprietor shall be entitled to make use of the legal right of retention in accordance with §§ 970c of the Austrian Civil Code (ABGB) as well as the legal right of lien in accordance with §§ 1101 of the ABGB with respect to the items brought in by the Party or the Guest. The Proprietor shall furthermore be entitled to this right of retention or lien in order to secure its claims arising from the Accommodation Agreement, in particular for catering, other expenses incurred for the Party and for claims for compensation of any kind.
- 9.2 If services are requested by the Party or during unusual times of the day (after 8.00 p.m. and before 6.00 a.m.), the Proprietor shall be entitled to charge a special fee. The Proprietor may also refuse these services for operational reasons.
- 9.3 The Proprietor shall have the right to invoice or interim invoice its services at any time.

## § 10 Liability of the Proprietor

- 10.1 The Proprietor shall be obliged to provide the agreed services to an extent that complies with its standards.
- 10.2 Special services of the Proprietor that are not included in the accommodation fee may include:
- a) Special accommodation services that may be offered voluntarily by the Proprietor and charged separately, such as wine consumption, catering, intermediate cleaning, change of linen, etc.

## § 11 Liability of the Proprietor for damage to items of guests

- 11.1 The Proprietor shall be liable for the items brought along by the Party in accordance with §§ 970 ss ABGB. The Proprietor shall only be liable if the items have been handed over to the Proprietor or the persons authorized by the Proprietor or have been brought to a place instructed or designated by the Proprietor. If the Proprietor is unable to prove this, the Proprietor shall be liable for his own fault or the fault of his staff as well as the persons leaving and arriving. In accordance with §§ 970 section 1 ABGB, the Proprietor shall only be liable up to the amount specified in the Austrian law on the liability of landlords and other entrepreneurs of 16 November 1921 (Bundesgesetz über die Haftung der Gastwirte und andere Unternehmern). If the Party or the Guest does not immediately comply with a possible request by the Proprietor to deposit their belongings in a special place of safekeeping, the Proprietor shall be released from any liability. The amount of any liability of the Proprietor shall be limited to a maximum of the liability insurance sum of the Proprietor. Any fault on the part of the Party or Guest shall be taken into account. It is recommended to take out travel theft insurance.

- 11.2 The Proprietor may not be held liable for slight negligence. If the Party is an Entrepreneur, liability for gross negligence shall also be excluded. In this case, the Party shall bear the burden of proof for the existence of fault. Consequential or indirect damage as well as lost profits will not be compensated under any circumstances.
- 11.3 The Proprietor shall only be liable for valuables, money and securities that have been handed over to the Proprietor for safekeeping up to an amount of currently €550. The Proprietor shall only be liable for damage exceeding this amount in the event he has accepted such items for deposition knowing their quality or in the event of damage has been caused by himself or his employees. The limitation of liability under 12.1 and 12.2 shall apply accordingly.
- 11.4 The Proprietor may refuse to keep valuables, money and securities in safe custody if the items in question are considerably more valuable than those usually handed over for deposition by guests of the accommodation establishment.
- 11.5 In any case of deposition, liability is excluded if the Party and/or Guest does not immediately notify the Proprietor of the damage that has occurred. Moreover, the Party and/or Guest must assert such claims in court within three years of knowledge or possible knowledge; otherwise, the right shall become extinct.

## § 12 Liability limitations

- 12.1 If the Party is a Consumer, the Proprietor may not be held liable for slight negligence, with the exception of personal injury.
- 12.2 If the Party is an Entrepreneur, the Proprietor may not be held liable for slight or gross negligence. In this case, the Party shall bear the burden of proof for the existence of fault. Consequential damage, immaterial damage or indirect damage as well as lost profits shall not be compensated. The damage to be compensated shall in any case be limited to the amount of the damage incurred because he Party has relied on the validity of the agreement (Vertrauensinteresse).

## § 13 Animals

- 13.1 Animals may only be brought into the accommodation establishment with the prior consent of the Proprietor and against extra remuneration.
- 13.2 The Party bringing along an animal is obliged to keep or supervise this animal properly during his stay or to have it kept or supervised by suitable third parties at their own expense.
- 13.3 The Party and/or Guest bringing along an animal shall be in possession of an appropriate animal liability insurance or a private liability insurance that also covers possible damage caused by animals. Proof of the relevant insurance must be provided at the request of the Proprietor.

- 13.4 The Party and/or its insurance company shall be jointly and severally liable to Proprietor for any damage caused by animals brought along. The damage shall in particular also include the compensation to be paid by the Proprietor to third parties.
- 13.5 Animals shall not be permitted in rooms with high hygiene requirements, such as kitchens, bedrooms, washrooms, wellness and fitness areas.

#### § 14 Extention of the accommodation

- 14.1 The Party shall not be entitled to have their stay extended. If the Party announces its wish to extend the stay in due time, the Proprietor may agree to the extension of the Accommodation Agreement. The Proprietor shall not be obliged to do so.
- 14.2 If the Party is unable to leave the accommodating establishment on the day of departure because unforeseeable extraordinary circumstances (e.g. extreme snowfall, floods, etc.) have blocked or rendered unusable any possible departure facilities, the Accommodation Agreement shall be automatically extended for the duration of the impossibility of departure. A reduction of the remuneration for this period shall only be possible if the Party is unable to make full use of the services offered by the accommodation establishment due to the exceptional weather conditions. The Proprietor shall be entitled to charge as a minimum the remuneration that corresponds to the price normally charged in the low season.

#### § 15 Termination of the Accommodation Agreement – Early cancellation

- 15.1 If the Accommodation Agreement was concluded for a definite period, it shall end upon expiry of the period of time.
- 15.2 If the Party departs prematurely, the Proprietor shall be entitled to demand the total agreed remuneration. The Proprietor shall deduct anything due to the failure to use its scope of services or maintained by letting the booked rooms to other guests. Savings shall only be deemed to exist if the booked accommodation establishment is fully occupied at the time of the non-utilization of the rooms and the room can be let to other guests due to the cancellation of the Party. The burden of proof to show savings have been made shall lie with the Party.
- 15.3 The death of a Guest shall terminate the Agreement with the Proprietor.
- 15.4 If the Accommodation Agreement was concluded for an indefinite period, the Agreement parties may terminate the Agreement until 10.00 a.m. of the third day before the intended end of the Agreement.



- 15.5 The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect and without repayment of any residual claims (i.e. proportional rent, etc.) on the part of the Party for good cause, in particular if the Party and/or the Guest
- a) makes a considerably adverse use of the premises or by their reckless, objectionable or otherwise grossly improper behavior towards surrounding neighbors, the owner or his people or is guilty of a punishable offence against property, morality or physical safety towards these persons;
  - b) suffers of a contagious disease or a disease which extends beyond the period of accommodation or otherwise requires care;
  - c) fails to pay the presented invoices within a reasonable period of time (3 days).
- 15.6 If the performance of the Agreement becomes impossible due to an event deemed force majeure (e.g. natural disasters, strike, lockout, official orders, etc.), the Proprietor may terminate the Accommodation Agreement at any time without notice, unless the Agreement is already deemed terminated by law or the Proprietor is released from its obligation to provide accommodation. Any claims for damages etc. of the Party shall be excluded.

#### § 16 Illness or death of the Guest

- 16.1 If a Guest falls ill during his stay at the accommodation, the Proprietor shall arrange for medical care at the Guest's request. In the event of imminent danger, the Proprietor shall arrange for medical care even without the special request of the Guest, in particular if this is necessary and the Guest is not able to do so himself.
- 16.2 As long as the Guest is unable to make decisions or the Guest's relatives cannot be contacted, the Proprietor will arrange for medical treatment at the Guest's expense. However, the extend of such care shall end as soon as the Guest is able to make decisions or the relatives have been notified of the illness.
- 16.3 The Proprietor shall be entitled to compensation from the Party and the Guest or, in the of death, from their legal successors, in particular for the following costs:
- a) unsettled medical expenses, costs for ambulance transport, drugs and medical aids,
  - b) room disinfection that has become necessary,
  - c) linen, bed sheets and bed furnishings that have become unusable, otherwise for the disinfection or basic cleaning of all these items,

- d) restoration of walls, furniture, carpets, etc., if such have been contaminated or damaged in connection with the illness or death,
- e) rent for accommodation, provided that it had been occupied by the Guest, plus any days during which the rooms are unusable due to disinfection, evacuation etc.,
- f) any other damage incurred by the Proprietor;

### § 17 Place of performance, place of jurisdiction and choice of law

- 17.1 The place of performance shall be the place where the accommodation establishment is situated.
- 17.2 This Agreement is subject to Austrian adjective and substantive law to the exclusion of the provisions of international private law (in particular IPRG (Austrian act on international private law) and the Rome Convention of 1980) as well as UN Sales Convention.
- 17.3 The exclusive place of jurisdiction in bilateral business transactions shall be the registered office of the Proprietor. However, the Proprietor shall also be entitled to assert its rights before any other local and competent court.
- 17.4 If the Accommodation Agreement was concluded with a Party that is a Consumer and has their place of residence or ordinary residence in Austria, actions against the Consumer may only be filed at the domicile, ordinary residence or place of employment of the Consumer.
- 17.5 If the Accommodation Agreement was concluded with a Party that is a Consumer and who has their place of residence in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the court which has local and subject-matter jurisdiction for the place of domicile of the Consumer shall have exclusive jurisdiction for actions against the Consumer.

### § 18 Severability clause

- 18.1 In the event of the invalidity of individual provisions of these General Terms and Conditions of Business (GTC's), the remaining provisions shall continue to be effective.

## § 19 Other

- 19.1 Unless the above provisions provide otherwise, any time limit shall begin with the delivery of the document prescribing the time limit to the contracting parties. If a time limit is calculated based on days, the day on which the moment or the event occurs, which determines the beginning of the time limit shall not be included in the calculation. Time limits determined by weeks or months refer to that day of the week or month which by its name or number corresponds to the day from which the time limit is to be counted. If this day is missing in the month, the last day of that month shall be decisive.
- 19.2 Any declarations must be received by the other Party on the last day of the period (24.00).
- 19.3 The Proprietor shall be entitled to offset any of its claims against the Party. The Party shall not be entitled to offset its own claims against claims of the Proprietor unless the Proprietor is unable to pay or the Party's claim has been determined by a court or recognized by the Proprietor.
- 19.4 Basic cleaning: Basic cleaning includes the washing and putting away of dishes, the removal of rubbish and the sweeping of the rooms so that the rented accommodation can be handed over in a clean condition (even if the final cleaning is included in the travel service or is to be paid for separately). The final cleaning also includes the basic cleaning of the kitchen/kitchenette, bathroom/shower, fitness and wellness area and toilet. Further details can be found in the house rules (if applicable).
- 19.5 All information in brochures or on the homepage represents quality information and is not a guarantee, unless expressly designated as a guarantee. We reserve the right to correct errors as well as misprints and miscalculations.
- 19.6 In the event of regulatory gaps, the relevant statutory provisions shall apply.
- 19.7 GDPR: Customer data is stored and treated confidentially. Should you wish your data not to be used, report this by e-mail or post and we will promptly delete them.
- 19.8 Redeem free prizes. The voucher can be redeemed by making an appointment for the stay using one of the previously mentioned methods. A cash payment, an exchange of the prize or a transfer to a third party is not possible. There is no legal recourse and no enforceable claim to payment of the prize. The right to claim the prize expires 6 months after the prize notification/announcement of the winner has been sent out, if the winner does not redeem the voucher in written by sending an e-mail to [info@landhaus-obersteinriegl.at](mailto:info@landhaus-obersteinriegl.at), or by registered mail to amb Holding GmbH, Löwengasse 47, 1030 Vienna.