

GENERAL TERMS AND CONDITIONS

§ 1 Scope

- 1.1. The following general terms and conditions (GTC) apply for all offers, reservations and contracts regarding all accommodations that are rented from “dasbleibt.gmbh”.

§ 2 Definitions

2.1 Definitions

“Accommodation provider”: a natural or legal person who provides accommodations against a fee.

“Guest”: a natural person who uses the accommodation. The guest is generally also a contracting party. Persons travelling with the contracting party (e.g. family members, friends etc.) are also guests.

“Contracting party”: a natural or legal person, local or from abroad, who concludes an accommodation contract as a guest or for a guest.

“Consumer and business”:
these terms are used in accordance with the Austrian Consumer Protection Act (Konsumentenschutzgesetz) from 1979 as amended.

“Accommodation contract”:
the contract concluded between the accommodation provider and the contracting party and whose contents are governed by the provisions below.

§ 3 Concluding the contract – down payment – payment – security deposit

- 3.1 The accommodation contract is concluded by the accommodation provider's acceptance of the order of the contracting party. Electronic declarations are deemed received if the party to which they are addressed can retrieve them under normal conditions and they are received during the business hours notified by the accommodation provider.
- 3.2 The accommodation provider is entitled to make the conclusion of the accommodation contract conditional on the provision of a down payment by the contracting party. In this case, the accommodation provider is obligated to inform the contracting party of the required down payment prior to accepting the written or verbal order of the contracting party. Should the contracting party agree (in writing or verbally) with the down payment, the accommodation contract is concluded when the contracting party's declaration of agreement regarding the provision of the down payment is received by the accommodation provider.
- 3.3 The contracting party is obligated to provide the down payment of 30% of the total sum of a rental object at the latest upon conclusion of the reservation. The costs for the transaction (e.g. transfer fees etc.) are borne by the contracting party. For credit and debit cards, the conditions of the respective card company apply.
- 3.4 The down payment is a partial payment of the agreed fee.
- 3.5 If payment is delayed, "DAS RETTENBACHER" will send a written reminder and the contracting party has the possibility of paying within 7 days. If the payment is not received after this period ends, the accommodation provider may withdraw from the contract, and the contracting party is fully liable for the damage caused, including the costs associated with the reservation and the dissolution of the contract. Payments that have already been made are offset against these cancellation fees and any disposition for other expenses.
- 3.6 After the start of the stay, the contracting party is explicitly forbidden from transferring the use of the accommodation to anyone other than those who are

named in the contract. Furthermore, he may not cede this use, unless the parties agree to this in writing. Verbal supplemental agreements are not valid. Until the start of the stay, the contracting party may request that third parties take on the rights and obligations arising from the contract. In this case, the contracting party and the new renter are jointly and severally liable for the price of the stay and the additional expenses.

- 3.7 Upon the start of the stay, the accommodation provider shall request the payment of a security deposit of between € 0 and € 350 per residential unit. If this is not paid, the renter and his fellow occupants may be refused use of the accommodation. If payment of the security deposit is delayed, the accommodation provider is entitled to withdraw from the contract with immediate effect (cancellation).

The deposit amount is returned upon departure if the accommodation was left in a proper, undamaged state. Any potential claims for damages remain unaffected by the return of the deposit.

§ 4 Prices

- 4.1 Upon receiving the written reservation confirmation, the contracting party is obligated to pay the cited price. Only the price listed in the confirmation is binding for a reservation.
- 4.2 Prices include value-added tax, unless otherwise specified.
- 4.3 Should the value-added tax be increased through a legislative act after the conclusion of the contract and the start of the stay, if it lies more than four months later, the price for the stay is increased by the same percentage as the value-added tax. The contracting party has no right to extraordinary termination due to such an increase.
- 4.4 In addition to the price for the stay, costs for final cleaning, local visitor's tax and/or other fees must be paid before arrival or on site.

§ 5 Start and end of the stay

- 5.1 Unless the accommodation provider has provided an alternative arrival time, the contracting party has the right to check into the rented accommodation from 16:00 on the agreed date (date of arrival).
- 5.2 If a room is checked into before 06:00, the previous night is counted as the first night.
- 5.3 The rented premises must be vacated by the contracting party by 10:00 at the latest on the day of departure. The accommodation provider is entitled to invoice an additional day if the rented premises are not vacated on time.

§ 6 Withdrawal from the accommodation contract – cancellation fee

Withdrawal of the accommodation provider

- 6.1 As already described in § 3 and 3.5, the accommodation provider has the right, if the accommodation contract foresees a down payment and the contracting party has not paid it in time, to withdraw from the accommodation contract without an additional notification period.
- 6.2 If a guest does not appear by 18:00 on the agreed day, the obligation to provide accommodation ceases, unless a later arrival time has been explicitly agreed.
- 6.3 If a down payment was agreed in the accommodation contract and the guest has paid it, the reserved premises stay reserved at the latest until 12:00 on the following day. For down payments for more than four days, the obligation to provide accommodation ends at 18:00 on the fourth day, with the day of arrival counted as the first day, unless the guest notifies of a later arrival date.
- 6.4 The accommodation provider may dissolve the accommodation contract for good cause through unilateral declaration up to 3 months at the latest from the agreed date of arrival of the contracting party. However, this does not apply if another provision has been agreed in writing.
- 6.5 **Force majeure**
Force majeure exists for the accommodation provider if a fulfilment of the contract by the accommodation provider is – perhaps temporarily – fully or partially prevented by circumstances over which the accommodation provider has no

control, such as threat of war, labour strike, blockade, fire, flooding or other disruptions or events.

Withdrawal of the contracting party – cancellation fee

6.6 The accommodation contract may be terminated by the contracting party through unilateral declaration without incurring a cancellation fee up to 3 months at the latest from the agreed date of arrival of the guest.

6.7 After the period defined in 6.6, a withdrawal of the contracting party by unilateral declaration is only possible upon payment of the following cancellation fees:

- 60 days – 30 days before arrival date: 30% of rental price
- 29 days – 1 week before arrival date: 70% of rental price
- 6 days – 1 day before arrival date: 90% of rental price
- Arrival date or no show: 100% of rental price

Hindered arrival

6.8 If the contracting party cannot appear at the accommodation on the agreed arrival date because arrival was made impossible by unforeseeable, extraordinary events (e.g. extreme snowfall, flooding etc.), the contracting party is not obligated to pay the agreed price for the missed days.

6.9 The obligation to pay for the reserved stay is revived once travel becomes possible again, provided that this occurs within three days.

§ 7 Provision of replacement accommodation

7.1 The accommodation provider may provide the contracting party or guest with adequate replacement accommodation (of the same quality) if this can be reasonably expected of the contracting party, especially if the deviation is slight and is for good cause.

7.2 Good cause includes for example the room or rooms becoming unusable, other guests extending their stay, overbooking, or other important operational measures that require this step.

7.3 The accommodation provider bears the costs for any additional expenses for the replacement accommodation.

§ 8 Rights of the contracting party

- 8.1 Upon concluding an accommodation contract, the contracting party acquires the right to the usual use of the rented premises and of those accommodation facilities that are usually accessible to guests without special conditions, and to the usual service.
- 8.2 The contracting party must exercise his rights in accordance with any hotel and/or guest guidelines (house rules).

§ 9 Obligations of the contracting party

- 9.1 The contracting party is obligated to pay the entire agreed fee plus the legally required value-added tax, plus any additional amounts due to special services requested by him and/or his accompanying guests, in full at the latest by the time of departure.
- 9.2 The accommodation provider is not obligated to accept foreign currency. Should the accommodation provider accept a foreign currency, it will be accepted in payment at the day's rate, as far as possible. Should the accommodation provider accept foreign currencies or cashless means of payment, the contracting party bears all associated costs, such as inquiries with credit card companies etc.
- 9.3 The contracting party is liable to the accommodation provider for all damages caused by himself or by the guest or by any other persons who made use of the services of the accommodation provider with the full knowledge and consent of the contracting party.

§ 10 Rights of the accommodation provider

- 10.1 Should the contracting party refuse to pay the required fee, or should he be in arrears, the accommodation provider may make use of the legal right of retention pursuant to § 970c Austrian Civil Code (Allgemeines bürgerliches Gesetzbuch, ABGB) as well as the legal right of lien pursuant to § 1101 Austrian

Civil Code on the belongings brought by the contracting party or the guest. This right to retention or lien also extends to the securing of the accommodation provider's claims arising from the accommodation contract, in particular for food, other expenses incurred for the sake of the contracting party, and any compensation claims of any kind.

- 10.2 Should services be requested in the room of the contracting party (if they are offered) or at unusual hours (between 20:00 and 6:00), the accommodation provider is entitled to request a special fee. However, the accommodation provider is also entitled to refuse provision of such services for operational reasons.
- 10.3 The accommodation provider is entitled to demand settlement or partial settlement of his services at any time.

§ 11 Obligations of the accommodation provider

- 11.1 The accommodation provider is obligated to provide the agreed services in a scope corresponding to his standard.
- 11.2 Special services provided by the accommodation provider that require price labelling and are not included in the accommodation fee include for example:
- Special services of the accommodation that can be invoiced separately, such as the provision of sauna, pool, solarium etc.
 - The provision of additional or children's beds is invoiced at a reduced rate.

§ 12 Liability of the accommodation provider for damages to guests' belongings

- 12.1 The accommodation provider is liable for the belongings brought by the contracting party pursuant to §§ 970 et seq. Austrian Civil Code. The accommodation provider's liability only exists if the belongings were handed over to the accommodation provider or to persons authorised by him, or were stored in a place upon his instructions or that is specified for this use. If the accommodation provider fails to furnish evidence, he is liable for his own fault or that of his staff as well as for that of the people entering and leaving. Pursuant to § 970 para. 1 Austrian Civil Code, the accommodation provider is liable at most to the amount determined by the Federal Law of 16 November 1921 on the liability of accommodation providers and other entrepreneurs, as amended. Should the

contracting party or the guest fail to respond immediately to the accommodation provider's request to store his belongings in a certain place, the accommodation provider is freed of any liability. The amount of any liability of the accommodation provider is limited upwards by the liability insurance sum of the respective accommodation provider. Any fault of the contracting party or guest will be considered.

- 12.2 The accommodation provider's liability is excluded for slight negligence. If the contracting party is a business, liability is also excluded for gross negligence. In this case, the contracting party has the burden of proof regarding the existence of fault. Consequent or indirect damages and lost earnings are never compensated.
- 12.3 For valuables, money and securities, the accommodation provider is currently only liable up to the amount of € 550. The accommodation provider is liable for damages exceeding this amount only in the event that he accepted these belongings for storage with knowledge of their nature or in the event that the damage was caused by himself or one of his staff. The liability restriction pursuant to 13.1 and 13.2 applies analogously.
- 12.4 The accommodation provider may refuse the storage of valuables, money and securities if the objects are significantly more valuable than those that guests of the accommodation usually place in storage.
- 12.5 In every case where objects are stored, liability is excluded if the contracting party and/or guest does not immediately inform the accommodation provider of the occurrence of damages. Furthermore, these claims must be legally enforced within 3 calendar years from the time the contracting party or guest becomes aware or could have become aware of them. Should the contracting party or guest miss this deadline, this right expires.

§ 13 Liability restrictions

- 13.1 If the contracting party is a consumer, the accommodation provider's liability is excluded for slight negligence, except for bodily injury.
- 13.2 If the contracting party is a business, the accommodation provider's liability is excluded for slight and gross negligence. In this case, the contracting party has the burden of proof for the presence of fault. Consequent, immaterial or indirect

damages as well as lost earnings are never compensated. The damage to be replaced is in every case limited by the amount of the interest due to reliance on trustworthiness (*Vertrauensinteresse*).

§ 14 Pets

- 14.1 Animals may only be brought to the accommodation after prior agreement of the accommodation provider and may be subject to a special fee.
- 14.2 The contracting party who brings an animal is obligated to keep or watch it properly during his stay or to have it kept or watched by adequate third parties at his expense.
- 14.3 The contracting party or guest who brings an animal must have a corresponding animal liability insurance or a private liability insurance that also covers possible damages caused by animals. Proof of such insurance must be made available to the accommodation provider upon request.
- 14.4 The contracting party and his insurer are jointly liable to the accommodation provider for the damages caused by animals that the contracting party has brought. Damages in particular include also any compensation that the accommodation provider must provide to third parties.
- 14.5 Animals are in any case excluded from the saunas, the play room and the 3rd and 4th floors.

§ 15 Extending the stay

- 15.1 The contracting party has no right to extend his stay. If the contracting party informs the accommodation provider in a timely manner of his desire to extend his stay, the accommodation provider may agree to the extension of the accommodation contract. However, the accommodation provider is under no obligation to do so.
- 15.2 Should the contracting party be unable to leave the accommodation on the day of departure because all means of travel are blocked or unusable due to unforeseeable extraordinary events (e.g. extreme snowfall, flooding etc.), the accommodation contract will be automatically extended for the extent of time that travel is impossible. A reduction of the fee for this period is only possible if the

contracting party cannot make full use of the accommodation's offered facilities due to the extraordinary weather conditions. The accommodation provider is in any case entitled to request at least that fee that corresponds to the usually calculated price in the off-season.

§ 16 Termination of the accommodation contract – early dissolution

- 16.1 If the accommodation contract was concluded for a specified period, it ends with that period.
- 16.2 Should the contracting party depart early, the accommodation provider is entitled to request the full agreed amount. The accommodation provider must deduct any savings from the non-provision of his services and what he receives from renting the booked rooms to someone else. Savings only exist if the accommodation business is fully booked at the time that the guest fails to make use of premises that he has reserved and the premises can be rented to other guests due to the contracting party's cancellation. The burden of proving savings lies with the contracting party.
- 16.3 The contract with the accommodation provider ends with the death of a guest.
- 16.4 The accommodation provider is entitled to dissolve the accommodation contract with immediate effect for good cause, in particular if the contracting party or guest
 - a) makes a substantially disadvantageous use of the premises or if, through his inconsiderate, offensive or otherwise impertinent behaviour towards the other guests, the owner, his staff or third parties living in the accommodations, he commits an act against property, morals or physical safety that is liable to prosecution;
 - b) is afflicted with a contagious disease or with a disease that extends beyond the accommodation period, or otherwise becomes necessitous of care;
 - c) fails to pay presented invoices by the due date within a reasonable period of 3 days.
- 16.5 Should fulfilment of the contract become impossible due to an event considered as force majeure (e.g. natural catastrophe, strike, lock-out, government orders etc.), the accommodation provider may dissolve the accommodation contract at any time without observance of a notification period, provided that the contract is not already legally dissolved or the accommodation provider is freed from his

accommodation obligation. Any claims for damage etc. of the contracting party are excluded.

§ 17 Illness or death of the guest

- 17.1 Should a guest become ill during his stay at the accommodation, the accommodation provider will, upon request, ensure that medical care is provided. In the event of imminent danger, the accommodation provider shall also initiate medical care even without the guest's request, especially if this is necessary and the guest is not himself capable of doing so.
- 17.2 As long as the guest is not capable of making decisions or the guest's relatives cannot be contacted, the accommodation provider will ensure medical treatment at the guest's expense. However, the scope of these care measures ends at the time when the guest can make decisions again or the relatives have been informed of the illness.
- 17.3 The accommodation provider has a right to compensation from the contracting party and the guest, or from the legal successors in the event of death, for the following costs in particular:
- a) outstanding doctor's costs, costs for ambulance transport, medicines and therapeutic aids,
 - b) any necessary disinfection of the premises,
 - c) linen and bedding that has become unusable, or the disinfection or thorough cleaning of these,
 - d) restoration of walls, furnishings, carpets etc., if these were soiled or damaged in relation to the illness or death,
 - e) room rent, provided that the premises were used by the guest, in addition to any days on which the premises could not be used due to disinfection, clearing etc.
 - f) any other damages to which the accommodation provider is entitled.

§ 18 Miscellaneous

- 18.1 Unless otherwise specified in the provisions above, a deadline begins upon delivery of the message on which this deadline is based to the contracting party which must meet that deadline. When calculating a deadline based on days, the day on which the time or event that determines the start of the deadline occurs is not counted. For deadlines based on weeks or months, that day of the week

or month is considered that corresponds by its designation or number to the day from which the deadline must be counted. Should this day not be present in that month, the last day of this month is used.

- 18.2 Declarations must be received by the other contracting party by the last day of the deadline by 24:00 at the latest.
- 18.3 The accommodation provider is entitled to offset his own claims against any claims of the contracting party. However, the contracting party is explicitly not entitled to offset his own claims against any claims of the accommodation provider, unless the accommodation provider is unable to pay or the claim of the contracting party has been determined by a court or has been recognised by the accommodation provider.
- 18.4 In the event of gaps in the provisions, the corresponding legal provisions apply.
- 18.5 Obvious printing or typing errors are not binding on dasbleibt.gmbh. These general terms and conditions replace all previously published ones.
- 18.6 dasbleibt.gmbh stores the personal information that is needed for internal guest management and for information and offers.

§ 19 Place of performance, jurisdiction and choice of law

- 19.1 The place of performance is the place where the accommodation is located.
- 19.2 This contract is governed exclusively by Austrian law, under exclusion of the rules of international private law (in particular the Austrian International Private Law Act – IPRG – and the Rome Convention) and the United Nations Convention on Contracts for the International Sale of Goods.
- 19.3 In a dispute between two companies, the exclusive place of jurisdiction is the location of the accommodation provider's headquarters; the accommodation provider is additionally entitled to enforce his rights at any other court that is competent geographically and in the matter.

- 19.4 If the accommodation contract was concluded with a contracting party who is a consumer and whose domicile or place of usual residence is in Austria, complaints against the consumer may only be brought at the domicile, place of usual residence or place of work of the consumer.
- 19.5 If the accommodation contract was concluded with a contracting party who is a consumer and whose domicile is in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the court that is competent geographically and in the matter at the domicile of the consumer is exclusively competent for complaints against the consumer.

§ 20 Complaints

Despite our best efforts, the contracting party or guest may have a complaint. This complaint must be addressed immediately to the staff in order to give them the possibility of addressing it. The complaint will be handled with the utmost care.