



## General terms and conditions of business

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### 1. Validity of the General Terms and Conditions

These General Terms and Conditions apply to contracts for the temporary provision of accommodations for lodging purposes, as well as all other services and deliveries provided by the provider to the guest. The provider's services are provided exclusively on the basis of these General Terms and Conditions.

The subletting or further rental of the accommodation provided as well as its use for purposes other than residence require the prior written consent of Miha KG.

The guest's terms and conditions shall only apply if they have been expressly agreed upon in writing in advance. Deviations from these terms and conditions are only valid if the provider has expressly confirmed them in writing.

### 2. Definitions of terms

Definitions of terms:

“Accommodation provider ”: means a natural or legal person who accommodates guests for a fee.

"Guest": A natural person who uses accommodation. The guest is generally also the contractual partner. Guests also include persons traveling with the contractual partner ( e.g., family members, friends , etc. ).

“Contractual partner”: means a natural or legal person in Switzerland or abroad who concludes an accommodation contract as a guest or for a guest.

“Consumer” and “entrepreneur”: These terms are to be understood in the sense of the Consumer Protection Act 1979 as amended .

“Accommodation contract”: means the contract concluded between the accommodation provider and the contracting party, the content of which is regulated in more detail below.

### **3. Conclusion of contract**

accommodation provider's acceptance of the contracting party's order . Electronic declarations are deemed to have been received if the party to whom they are intended can access them under normal circumstances and if access occurs during the accommodation provider 's announced business hours .

The guest is obligated to check the booking confirmation for accuracy. If the content of the booking confirmation or invoice differs from the booking request and the guest does not immediately object, the content of the booking confirmation or invoice shall be deemed to have been contractually agreed.

### **4. Start and end of accommodation**

accommodation provider offers a different check-in time, the contracting party has the right to occupy the rented rooms from 4 p.m. on the agreed day ("arrival date").

If a room is used for the first time before 6:00 a.m., the previous night counts as the first night.

The contractual partner must vacate the rented rooms by 10:00 a.m. on the day of departure. The accommodation provider is entitled to charge for an additional day if the rented rooms are not vacated by the deadline.

### **5. Withdrawal from the accommodation contract – cancellation fee**

#### **Withdrawal by the accommodation provider**

If the accommodation contract stipulates a deposit and the deposit has not been paid by the contractual partner on time, the accommodation provider may withdraw from the accommodation contract without granting a grace period.

If the guest does not arrive by 6 p.m. on the agreed arrival date, there is no obligation to accommodate the guest unless a later arrival time has been agreed.

If the contractual partner has made a deposit, the accommodation will remain reserved until 12:00 noon on the day following the agreed arrival date at the latest. If the advance payment is for more than four days, the accommodation obligation ends at 6:00 p.m. on the fourth day, with the day of arrival being counted as the first day, unless the guest notifies a later arrival date.

accommodation provider by unilateral declaration for objectively justified reasons, unless otherwise agreed, no later than 3 months before the agreed date of arrival of the contractual partner .

#### **resignation through the Contractual partner – Cancellation fee**

**"Non -Refundable Rate":**

In case of cancellation, change, or no-show, you will pay 100% of the booked stay.

**"Standard Rate"**

: In case of cancellation or rebooking before the start of the booked stay, the following cancellation fees apply: Up to 30 days before the arrival date - no cancellation fee; Within 30 days before the arrival date - 100% of the booked stay;  
In case of early departure - 100% of the booked stay

**Bus and group travel:**

Cancellations are free of charge up to 45 days before arrival. Changes to the number of participants, rooms and room categories are only possible after consultation thereafter.

**Disabilities the Arrival**

If the contractual partner is unable to appear at the accommodation facility on the day of arrival because all means of arrival are impossible due to unforeseeable, exceptional circumstances ( e.g. extreme snowfall, flooding , etc. ), the contractual partner is not obliged to pay the agreed fee for the days of arrival.

The obligation to pay the fee for the booked stay will reappear as soon as arrival is possible again within three days.

**6. Provision of alternative accommodation**

The accommodation provider may provide the contracting party or the guests with adequate alternative accommodation (of the same quality) if this is reasonable for the contracting party, particularly if the deviation is minor and objectively justified.

An objective justification exists, for example, if the room(s) has (have) become unusable, guests already accommodated extend their stay, there is overbooking or other important operational measures require this step.

Any additional expenses for alternative accommodation shall be borne by the accommodation provider .

**7. Rights of the contractual partner**

By concluding an accommodation contract, the contracting party acquires the right to the usual use of the rented rooms, the facilities of the accommodation establishment that are normally accessible to guests without special conditions, and the usual service. The contracting party must exercise their rights in accordance with any hotel and/or guest guidelines (house rules).

**8. Obligations of the contractual partner**

The contracting party is obliged to pay the agreed fee plus any additional amounts incurred due to the use of separate services by him and/or the guests accompanying him, plus statutory value added tax, at the latest at the time of departure.

The accommodation provider is not obligated to accept foreign currencies. If the accommodation provider accepts foreign currencies, these will be accepted at the current exchange rate, if possible. Should the accommodation provider accept foreign currencies or cashless payment methods, the contracting party shall bear all associated costs, such as inquiries with credit card companies, telegrams, etc.

The contracting party is liable to the accommodation provider for any damage caused by him or the guest or other persons who receive services from the accommodation provider with the knowledge or consent of the contracting party.

## **9. Rights of the accommodation provider**

If the contractual partner refuses to pay the agreed fee or is in arrears with it, the accommodation provider shall be entitled to the statutory right of retention pursuant to Section 970c of the Austrian Civil Code (ABGB) and the statutory right of lien pursuant to Section 1101 of the ABGB on the items brought in by the contractual partner or the guest. The accommodation provider is also entitled to this right of retention or lien to secure its claims arising from the accommodation contract, in particular for meals, other expenses incurred for the contractual partner, and for any claims for compensation of any kind.

If service is requested in the contracting party's room or at unusual times of the day (after 8:00 p.m. and before 6:00 a.m.), the accommodation provider is entitled to charge a special fee. This special fee must be indicated on the room rate card. The accommodation provider may also refuse these services for operational reasons.

The accommodation provider has the right to invoice or interim invoice for his performance.

## **10. Obligations of the accommodation provider**

The accommodation provider is obliged to provide the agreed services to a standard that corresponds to his standards.

Examples of special services provided by the accommodation provider that are subject to a surcharge and are not included in the accommodation fee are:

Special accommodation services that may be invoiced separately, such as the provision of salons, sauna, indoor pool, swimming pool, solarium, garage etc. ;

A reduced price will be charged for the provision of extra beds or children's beds.

## **11. Liability of the accommodation provider for damage to items brought in**

The accommodation provider is liable in accordance with Sections 970 ff of the Austrian Civil Code (ABGB) for items brought in by the contractual partner. The accommodation provider is only liable if the items have been handed over to the accommodation provider or to persons authorized by the accommodation provider or have been taken to a location instructed or designated by them. If the accommodation provider is unable to provide proof, the

accommodation provider is liable for his own negligence or the negligence of his personnel as well as for those entering and leaving the accommodation provider. According to Section 970 Paragraph 1 of the ABGB, the accommodation provider is liable up to a maximum of the amount stipulated in the Federal Law of November 16, 1921, on the liability of innkeepers and other entrepreneurs, as amended. If the contractual partner or guest does not immediately comply with the accommodation provider's request to deposit his items in a special storage location, the accommodation provider is released from all liability. The amount of any liability of the accommodation provider is limited to the maximum amount of the accommodation provider's liability insurance. Any fault of the contractual partner or guest must be taken into account.

accommodation provider's liability is excluded for slight negligence. If the contractual partner is an entrepreneur, liability is also excluded for gross negligence. In this case, the contractual partner bears the burden of proof of negligence. Consequential or indirect damages, as well as lost profits, will not be compensated under any circumstances.

accommodation provider is only liable for valuables, money, and securities up to the current amount of €550. The accommodation provider is liable for damages exceeding this amount only if they accepted these items for safekeeping with knowledge of their condition, or if the damage was caused by them or one of their employees. The limitation of liability according to 12.1 and 12.2 applies accordingly.

accommodation provider may refuse to store valuables, money and securities if the items are significantly more valuable than those usually deposited by guests of the accommodation establishment in question.

In any case of assumed storage, liability is excluded if the contractual partner and/or guest fails to notify the accommodation provider of the damage immediately upon becoming aware of it. Furthermore, these claims must be asserted in court within three years of the contractual partner's or guest's knowledge or potential knowledge of the damage; otherwise, the right to claim is forfeited.

## **12. Limitations of liability**

accommodation provider's liability for slight negligence is excluded, with the exception of personal injury.

If the contractual partner is an entrepreneur, the accommodation provider's liability for slight and gross negligence is excluded. In this case, the contractual partner bears the burden of proof of negligence. Consequential damages, intangible damages, or indirect damages, as well as lost profits, will not be compensated. In any case, the amount of compensation is limited to the amount of the legitimate interest.

## **13. Animal husbandry**

Animals may only be brought into the accommodation facility with the prior consent of the accommodation provider and, if necessary, against special remuneration.

The contracting party who brings an animal with them is obliged to properly keep and supervise this animal during their stay or to have it kept and supervised by suitable third parties at their own expense .

The contractual partner or guest bringing an animal must have appropriate animal liability insurance or personal liability insurance that also covers any damage caused by animals. Proof of such insurance must be provided upon request by the accommodation provider .

The contracting party or their insurer are jointly and severally liable to the accommodation provider for any damage caused by animals brought along. This damage includes, in particular, any compensation the accommodation provider is required to provide to third parties.

Animals are not allowed in the salons, lounges, restaurants and wellness areas.

#### **14. Extension of accommodation**

The contracting party has no right to an extension of their stay. If the contracting party notifies the accommodation provider of their wish to extend their stay in a timely manner, the accommodation provider may agree to the extension of the accommodation contract. The accommodation provider is under no obligation to do so.

If the contractual partner is unable to leave the accommodation facility on the day of departure because all departure options are blocked or unavailable due to unforeseeable, exceptional circumstances ( e.g. , extreme snowfall, flooding , etc. ), the accommodation contract will be automatically extended for the duration of the impossibility of departure. A reduction in the fee for this period is only possible if the contractual partner cannot fully utilize the services offered by the accommodation facility due to the exceptional weather conditions. The accommodation provider is entitled to demand at least the fee that corresponds to the usual price charged during the off-season.

#### **15. Termination of the accommodation contract – Early termination**

If the accommodation contract was concluded for a specific period of time, it ends upon expiry of the period.

If the contractual partner departs early, the accommodation provider is entitled to demand the full agreed fee. The accommodation provider will deduct any savings resulting from the non-

use of the services offered or any savings received by renting the booked rooms to other guests. Savings only exist if the accommodation provider is fully occupied at the time the guest does not use the booked rooms and the rooms can be rented to other guests due to the contractual partner's cancellation. The burden of proof of savings lies with the contractual partner.

The death of a guest terminates the contract with the accommodation provider .

If the accommodation contract was concluded for an indefinite period, the contracting parties may terminate the contract until 10:00 a.m. on the third day before the intended end of the contract.

The accommodation provider is entitled to terminate the accommodation contract with immediate effect for good cause, in particular if the contracting party or the guest

makes significantly detrimental use of the premises or, through his reckless, offensive or otherwise grossly inappropriate behavior, makes living together unpleasant for the other guests, the owner, his staff or third parties staying in the accommodation facility or commits a punishable act against property, morality or physical safety towards these people;

is affected by a contagious disease or an illness that extends beyond the duration of the accommodation or otherwise requires care;

the submitted invoices are not paid when due within a reasonable period of time (3 days).

becomes impossible due to an event deemed to be force majeure ( e.g., natural disasters, strikes, lockouts, official orders , etc. ), the accommodation provider may terminate the accommodation contract at any time without notice, unless the contract is already deemed terminated by law or the accommodation provider is released from its obligation to provide accommodation. Any claims for damages, etc., by the contractual partner are excluded.

## **16. Illness or death of the guest**

If a guest falls ill during their stay at the accommodation facility, the accommodation provider will arrange for medical care at the guest's request. If imminent danger exists, the accommodation provider will arrange for medical care even without the guest's specific request, particularly if this is necessary and the guest is unable to provide it themselves.

As long as the guest is unable to make decisions or the guest's relatives cannot be contacted, the accommodation provider will arrange for medical treatment at the guest's expense. However, the scope of these care measures ends at the time the guest is able to make decisions or the relatives have been notified of the illness.

The accommodation provider has claims for compensation against the contractual partner and the guest or, in the event of death, against their legal successors, in particular for the following costs:

outstanding medical costs, costs for ambulance transport, medication and medical aids

necessary room disinfection,

unusable laundry, bed linen and bedding, otherwise for the disinfection or thorough cleaning of all these items,

Restoration of walls, furnishings, carpets, etc. , insofar as these have been contaminated or damaged in connection with the illness or death,

Room rent, insofar as the room was used by the guest, plus any days the room was unusable due to disinfection, evacuation, etc.,

any other damages incurred by the accommodation provider .

## **17. Place of performance, jurisdiction and choice of law**

The place of performance is the place where the accommodation facility is located.

This contract is subject to Austrian formal and substantive law, excluding the rules of international private law ( in particular IPRG and EVÜ) and the UN Convention on Contracts for the International Sale of Goods.

In bilateral business transactions, the exclusive place of jurisdiction is the registered office of the accommodation provider , whereby the accommodation provider is also entitled to assert its rights before any other local and subject-matter competent court.

If the accommodation contract was concluded with a contractual partner who is a consumer and has his or her place of residence or habitual abode in Austria, legal proceedings against the consumer can only be brought at the consumer's place of residence, habitual abode or place of employment.

If the accommodation contract was concluded with a contractual partner who is a consumer and has his or her place of residence in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the court with local and subject-matter jurisdiction for the consumer's place of residence shall have exclusive jurisdiction for actions against the consumer.

## **18. Miscellaneous**

Unless the above provisions provide otherwise, a period of time begins upon service of the document establishing the period of time on the contracting party, who must observe the period. When calculating a period of time determined in days, the day in which the time or event occurs that is to determine the start of the period of time is not included. Periods determined in weeks or months refer to the day of the week or month which, by name or



number, corresponds to the day from which the period of time is to be counted. If this day is missing in the month, the last day of that month shall be decisive.

Declarations must be received by the other contracting party on the last day of the deadline (midnight).

The accommodation provider is entitled to offset its own claims against the contractual partner's claims. The contractual partner is not entitled to offset its own claims against the accommodation provider's claims unless the accommodation provider is insolvent or the contractual partner's claim has been legally established or recognized by the accommodation provider .

In the event of any gaps in the regulations, the relevant statutory provisions shall apply.