

1GENERAL TERMS AND CONDITIONS FOR THE
HOTEL INDUSTRY 2006
(AGBH 2006)

Version dated 15 November 2006

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2§ 1 Scope

1.1These General Terms and Conditions for the Hotel Industry (hereinafter referred to as "AGBH 2006") replace the previous ÖHVB in the version dated 23 September 1981.

1.2The AGBH 2006 do not exclude special agreements. The AGBH 2006 are subsidiary to agreements made in individual cases.

§ 2 Definition of terms

2.1Definitions:

"Accommodation provider": Is a natural or legal who accommodates guests in return for payment.

"Guest": A natural person who makes use of accommodation. The guest is usually also the contracting party. Persons travelling with the contracting party (e.g. family members, friends, etc.) are also considered guests.

"Contractual partner": Is a natural or legal person person from Germany or abroad who concludes an accommodation contract as a guest or for a guest.

"Consumer" and

"Entrepreneur": The terms are used in the sense of the Consumer Protection Act 1979, as amended.

"Accommodation contract":

contract": This is the contract concluded between the accommodation provider and the contracting party, the content of which is specified in more detail below.

3§ 3 Conclusion of the contract – Deposit

3.1The accommodation contract is concluded when the accommodation provider accepts the booking made by the contracting party. Electronic declarations are deemed to have been received when the party for whom they are intended can access them under normal circumstances and during the accommodation provider's stated business hours.

3.2The accommodation provider is entitled to conclude the accommodation contract on condition that the contracting party makes a deposit. In this case, the accommodation provider is obliged to inform the contracting party of the required deposit before accepting the contracting party's written or verbal order. If the contracting party agrees to the deposit (in writing or verbally), the accommodation contract is concluded upon receipt of the declaration of consent to pay the deposit by the contracting party to the accommodation provider.

3.3The contracting party is obliged to pay the deposit at least 7 days (inclusive) before the accommodation. The costs for the money transaction (e.g. transfer fees) shall be borne by the contracting party. For credit and debit cards, the respective conditions of the card companies apply.

3.4The deposit is a partial payment of the agreed fee.

§ 4 Start and end of the accommodation period

4.1Unless the accommodation provider offers a different check-in time, the contracting party has the right to check into the rented rooms from 4 p.m. on the agreed day ("day of arrival").

4.2If a room is first occupied before 6 a.m., the previous night counts as the first night.

4.3The rented rooms must be vacated by the contracting party by 12 noon on the day of departure.

12 noon on the day of departure. The accommodation provider is entitled to charge for an additional day if the rented rooms are not vacated on time.

4§ 5 Withdrawal from the accommodation contract –

cancellation fee Withdrawal by the accommodation provider

5.1If the accommodation contract provides for a deposit and the contractual partner has not paid the deposit on time, the accommodation provider may withdraw from the

accommodation contract without a grace period.

5.2If the guest does not arrive by 6 p.m. on the agreed day of arrival, there is no obligation to provide accommodation, unless a later arrival time has been agreed.

5.3If the contracting party has made a deposit (see 3.3), the accommodation shall remain reserved until 12 noon on the day following the agreed arrival date at the latest. In the case of advance payment for more than four days, the obligation to provide accommodation ends at 6 p.m. on the fourth day, with the day of arrival counting as the first day, unless the guest announces a later arrival date.

5.4The accommodation contract may be terminated by the accommodation provider by unilateral declaration for objectively justified reasons no later than 3 months before the agreed arrival date of the contracting party, unless otherwise agreed.

Withdrawal by the contracting party – cancellation fee

5.5The accommodation contract may be terminated by unilateral declaration by the contracting party without payment of a cancellation fee no later than 3 months before the agreed arrival date of the guest.

5.6Outside the period specified in § 5.5, withdrawal by unilateral declaration of the contracting party is only possible upon payment of the following cancellation fees:

-up to 1 month before the arrival date, 40% of the total package price;

-up to 1 week before the arrival date, 70% of the total package price;

-in the last week before the arrival date, 90% of the total package price.

5Up to 3 months 3 months to 1

month1 month to 1

weekIn the last

week

No cancellation

fees40 70 90

Impediments to arrival

5.7If the contracting party is unable to arrive at the accommodation on the day of arrival because all means of travel are impossible due to unforeseeable exceptional circumstances (e.g. extreme snowfall, flooding, etc.), the contracting party is not obliged to pay the agreed fee for the day of arrival.

5.8The obligation to pay the fee for the booked stay shall resume as soon as travel becomes possible again within three days.

Section 6 Provision of alternative accommodation ()

6.1The accommodation provider may provide the contracting party or guests with adequate alternative accommodation (of the same quality) if this is reasonable for the contracting party, especially if the deviation is minor and objectively justified.

6.2An objective justification exists, for example, if the room(s) has (have) become unusable, guests who are already accommodated extend their stay, there is overbooking or other important operational measures necessitate this step.

6.3Any additional expenses for the replacement accommodation shall be borne by the accommodation provider.

§ 7 Rights of the accommodation provider's contractual partner

7.1By concluding an accommodation contract, the contractual partner acquires the right to the usual use of the rented rooms, the facilities of the accommodation

establishment that are normally accessible to guests for use without special conditions, and to the usual service. The contracting party must exercise their rights in accordance with any hotel and/or guest guidelines (house rules).

6§ 8 Obligations of the Contractual Partner

8.1The contracting party is obliged to pay the agreed remuneration plus any additional amounts incurred due to separate services used by him and/or the guests accompanying him, plus statutory value added tax, at the latest at the time of departure.

8.2The accommodation provider is not obliged to accept foreign currencies. If the accommodation provider accepts foreign currencies, these will be accepted at the daily exchange rate as far as possible. If the accommodation provider accepts foreign currencies or cashless means of payment, the contractual partner shall bear all associated costs, such as enquiries with credit card companies, telegrams, etc.

8.3The contracting party shall be liable to the accommodation provider for any damage caused by him or the guest or other persons who, with the knowledge or consent of the contracting party, make use of the accommodation provider's services.

§ 9 Rights of the accommodation provider

9.1If the contracting party refuses to pay the agreed remuneration or is in arrears with payment, the accommodation provider shall be entitled to the statutory right of retention in accordance with § 970c ABGB (Austrian Civil Code) and the statutory lien in accordance with § 1101 ABGB on the items brought in by the contracting party or the guest. This right of retention or lien shall also entitle the accommodation provider to secure his claim arising from the accommodation contract, in particular for meals, other expenses incurred on behalf of the contracting party and for any claims for compensation of any kind.

9.2If the service is requested in the contractual partner's room or at unusual times of the day (after 8 p.m. and before 6 a.m.), the accommodation provider is entitled to charge a special fee for this. However, this special fee must be indicated on the room price list. The accommodation provider may also refuse these services for operational reasons.

9.3The accommodation provider has the right to invoice or issue interim invoices for their services at any time.

7§ 10 's obligations

10.1The accommodation provider is obliged to provide the agreed services to a standard commensurate with their usual standards.

10.2Examples of special services provided by the accommodation provider that are subject to a surcharge and are not included in the accommodation fee are:

a)Special accommodation services that can be invoiced separately, such as the provision of lounges, sauna, indoor swimming pool, swimming pool, solarium, garage parking, etc.;

b)A reduced price is charged for the provision of additional beds or children's beds.

§ 11 Liability of the accommodation provider for damage to items brought in

11.1The 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 shall only be liable if the items have been handed over to the accommodation provider or to persons authorised by the accommodation provider, or have been taken to a place designated or specified by them. If the accommodation provider is unable to provide proof, the accommodation provider shall be liable for its own negligence or the negligence of its employees, as well as that of persons entering and leaving the premises. The accommodation provider shall be liable in accordance with Section 970 (1) of the Austrian Civil Code (ABGB) up to a maximum of the amount specified in the Federal Act of 16 November 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 their belongings in a special storage area, the accommodation provider is released from any liability. The amount of any liability on the part of the accommodation provider is limited to the maximum amount covered by the accommodation provider's liability insurance. Any fault on the part of the contracting party or guest shall be taken into account.

11.2 The accommodation provider's liability is excluded for slight negligence. If the contracting party is an entrepreneur, liability is also excluded for gross negligence. In this case, the contracting party bears the burden of proof for the existence of fault. Consequential or indirect damage and loss of profit shall not be compensated under any circumstances.

11.3 The accommodation provider is only liable for valuables, money and securities up to the current amount of €550. The accommodation provider is only liable for damage exceeding this amount if they have taken these items into custody with knowledge of their nature or if the damage was caused by themselves or one of their employees.

The limitation of liability in accordance with 12.1 and 12.2 applies mutatis mutandis.

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

11.5 In any case of accepted safekeeping, liability is excluded if the contracting party and/or guest does not immediately notify the accommodation provider of the damage that has occurred as soon as they become aware of it. Furthermore, these claims must be asserted in court within three years of the contracting party or guest becoming aware or possibly becoming aware of them; otherwise, the right expires.

§ 12 Limitations of liability

12.1 If the contractual partner is a consumer, the accommodation provider's liability for slight negligence, with the exception of personal injury, is excluded.

12.2 If the contracting party is an entrepreneur, the accommodation provider's liability for slight and gross negligence is excluded. In this case, the contracting party bears 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. In any case, the damage to be compensated shall be limited to the amount of the interest in confidence.

§ 13 Keeping of animals

13.1 Animals may only be brought into the accommodation facility with the prior consent

of the accommodation provider and, if necessary, for a special fee.

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

13.3 The contractual partner or guest who brings an animal with them must have appropriate animal liability insurance or private liability insurance that also covers any damage caused by animals. Proof of the relevant insurance must be provided at the request of the accommodation provider.

913.4 The contractual partner or their insurer shall be jointly and severally liable to the accommodation provider for any damage caused by animals brought along. The damage shall also include, in particular, any compensation payments that the accommodation provider has to make to third parties.

13.5 Animals are not allowed in the salons, social rooms, restaurant rooms and wellness areas.

Section 14 Extension of the accommodation stay

14.1 The contracting party has no right to have their stay extended. If the contracting party gives timely notice of their wish to extend their stay, the accommodation provider may agree to extend the accommodation contract. The accommodation provider is under no obligation to do so.

14.2 If the contracting party is unable to leave the accommodation on the day of departure because all means of departure are blocked or unusable due to unforeseeable exceptional circumstances (e.g. extreme snowfall, flooding, etc.), the accommodation contract shall be automatically extended for the duration of the impossibility of departure. A reduction in the fee for this period is only possible if the contracting party is unable to make full use of the services offered by the accommodation provider as a result of the exceptional weather conditions. The accommodation provider is entitled to demand at least the fee that corresponds to the price usually charged in the low season.

§ 15 Termination of the accommodation contract – premature termination

15.1 If the accommodation contract was concluded for a specific period, it shall end upon expiry of that period.

15.2 If the contracting party departs prematurely, the accommodation provider is entitled to demand the full agreed remuneration. The accommodation provider will deduct what he saves as a result of the non-utilisation of his services or what he has received by renting the booked rooms to other parties. Savings shall only be deemed to have been made if the accommodation provider is fully booked at the time of non-utilisation of the rooms ordered by the guest and the rooms can be rented to other guests as a result of the cancellation by the contracting party. The burden of proof for the savings shall lie with the contracting party.

15.3 The contract with the accommodation provider ends upon the death of a guest.

1015.4 If the accommodation contract was concluded for an indefinite period, the contracting parties may terminate the contract until 10 a.m. on the third day before the intended end of the contract.

15.5 The accommodation provider is entitled to terminate the accommodation contract

with immediate effect for good cause, in particular if the contractual partner or guest

- a) makes significantly detrimental use of the premises or, through his inconsiderate, offensive or otherwise grossly inappropriate behaviour, makes cohabitation unpleasant for the other guests, the owner, his staff or third parties living in the accommodation establishment, or commits an act against the property, morality or physical safety;
- b) is afflicted with a contagious disease or a disease that extends beyond the duration of the accommodation or otherwise requires care;
- c) does not pay the invoices presented within a reasonable period (3 days) of the due date.

15.6 If the fulfilment of the contract becomes impossible due to an event that can be considered force majeure (e.g. natural disasters, strikes, lockouts, official orders, etc.), the accommodation provider may terminate the accommodation contract at any time without observing a notice period, provided that the contract is not already considered terminated by law or the accommodation provider is released from their accommodation obligation. Any claims for damages etc. by the contractual partner are excluded.

§ 16 Illness or death of the guest

16.1 If a guest falls ill during their stay at the accommodation, the accommodation provider will arrange for medical care at the guest's request. If there is imminent danger, the accommodation provider will arrange for medical care even without the guest's specific request, especially if this is necessary and the guest is unable to do so themselves.

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

1116.3 The accommodation provider shall be entitled to claim compensation from the contracting party and the guest or, in the event of death, from their legal successors, in particular for the following costs:

- a) outstanding medical expenses, costs for ambulance transport, medication and medical aids
- b) necessary room disinfection,
- c) linen, bedding and bedding equipment that has become unusable, otherwise for the disinfection or thorough cleaning of all these items,
- d) restoration of walls, furnishings, carpets, etc., insofar as these have been contaminated or damaged in connection with the illness or death
- e) room rental, insofar as the room was used by the guest, plus any days during which the rooms were unusable due to disinfection, clearance, etc.,
- f) any other damage incurred by the accommodation provider.

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

17.1 The place of performance is the location of the accommodation provider.

17.2 This contract is subject to Austrian formal and substantive law, excluding the rules of international private law (in particular IPRG and EVÜ) and UN sales law.

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

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

17.5 If the accommodation contract was concluded with a contractual partner who is a consumer and has their 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 legal action against the consumer.

12§ 18 Miscellaneous

18.1 Unless otherwise specified in the above provisions, a period shall commence upon delivery of the document stipulating the period to the contracting party who is required to observe the period. When calculating a period determined by days, the day on which the point in time or event according to which the period is to be determined falls shall not be included. Periods determined by weeks or months refer to the day of the week or month which, by its name or number, corresponds to the day from which the period is to be counted. If this day does not exist in the month, the last day of that month shall be decisive.

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

18.3 The accommodation provider is entitled to offset the contractual partner's claims against its own 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 established by a court of law or recognised by the accommodation provider.

18.4 In the event of loopholes in the regulations, the relevant statutory provisions shall apply.