

# Start here.

## General Business Terms

Last updated: July 1<sup>st</sup> 2024

### Scope of Applicability

**1.** These General Business Terms (designated as "GBT" in the following) shall apply to services provided by Verkehrsbüro Hotellerie GmbH, Verkehrsbüro Kongresshotellerie GmbH, Verkehrsbüro Ferienhotellerie GmbH, Hotel Ananas Betriebs GmbH and Hotel Management d.o.o. (designated as "hotel" in the following) to the hotel guest, the organizer and other contracting partners (designated as "contracting partner" in the following). The services include, in particular, accommodation against payment, the rental of premises for e.g. seminars, conferences and other events as well as the sale of food and drink, and all other associated services provided by the hotel.

**2.** The contracting partner undertakes to comply with these conditions as well as with all commercial-law or other provisions.

**3.** For all provisions not set forth in these General Business Terms shall apply, as a supplement, the 2006 General Business Terms for the hotel business, as amended.

### Conclusion of Agreement, Prices, General Provisions

**1.** All reservations, changes and cancellations shall be made in writing.

**2.** Stability of value of the claims and the ancillary claims is expressly agreed. The consumer price index 2020 (2020=100) published monthly by Statistics Austria or an index replacing it is used as the basis to calculate the value stability. The reference value for this agreement is the index number calculated for the month of the signature date. All rates of change have to be calculated to one decimal point. Upward fluctuation of the index number up to but including 2,5 % are not taken into account. Any exceeding of this margin up, requires a recalculation each time, whereby the first index number outside the applicable margin forms the basis for both, the recalculation of the claim amount and the calculation of the new margin.

**3.** All prices are stated in Euros (€). To the extent that no separate deviating agreement is reached, the prices offered shall be deemed to include all taxes and charges, valid until revoked. We refer to the respectively valid price list. Any price changes which are due to taxes and charges shall be borne by the contracting partner. Newly introduced government charges shall be added to the contract prices.

**4.** The hotel shall be entitled to provide the actual accommodation service in a hotel operation offering equal value.

**5.** For cancellation conditions, please see the booking agreement/confirmation submitted by the hotel.

**6.** The hotel shall assume liability for valuables such as paintings, cash etc. that hotel guests bring with them up to, at maximum, the liability-insurance sum contracted by the hotel. As valuables shall not be deemed items for personal use serving the fulfillment of various material and cultural needs, although these may exhibit high value (e.g. cameras, video cameras, CD players, fur coats and the like). Such items shall not be replaced by the hotel.

**7.** Items left in the hotel and belonging to the contracting partner will – solely on request – be sent back until, at the latest, 14 days after the stay at the hotel, at the risk and at the cost of the contracting partner, provided that the value of the item in question exceeds EUR 10,00. After that, items – provided that they are of recognizable value – will be deposited at the lost-and-found office or disposed.

**8.** Standard Internet use shall be possible free-of-charge in the hotel and in the event area. Malfunction or line loss shall not constitute reasons for reducing the invoice amount and the hotel shall assume no liability for that.

**9.** Smoking in the hotel building shall be solely allowed in the hotel areas designated for that purpose.

### Events

**1.** The hotel rooms and areas shall be provided in accordance with the booking arrangements made. Any defects shall be notified to the hotel by the contracting partner when the contractual object is handed over; otherwise all rights to claim such defects are waived. Small technical deviations as well as deviating hues (for decoration items etc.) shall not be deemed as defects. Modifications in or at the items, technical systems, equipment and furniture may only be carried out upon the written consent of the hotel and at the contracting partner's cost.

**2.** The contracting partner undertakes to notify the hotel of the intended installation of decoration material or other items and to obtain the hotel's respective consent. The function rooms must not be damaged. The installation may only be carried out by qualified staff. Fire-authority and other provisions applicable hereto must be considered. All costs incurred for the set-up and dismantling in the function room shall be borne by the contracting partner.

**3.** Rooms shall be subject to change, to the extent that such is acceptable for the contracting partner by duly considering the hotel's interests.

**4.** The hotel shall not assume any liability for technical interrup-

tions, in particular of the W-LAN connection, interruptions or disruptions of energy supply (electricity, water, etc.) and for operational disorders of any kind whatsoever.

**5.** Official inspectors, representatives of authorities as well as hotel staff and representatives shall be granted access to the rooms and areas covered by the contract at any time.

**6.** If events require technical works of third companies, the costs incurred in the process are passed on to the contracting partner. Third companies may carry out works or alterations at the hotel solely upon the hotel's consent.

**7.** The equipment and implementation of the event or the activity serving the purpose of achieving the contractual purpose shall correspond to the hotel's standard and reputation. Other events taking place in the hotel must not be disturbed, neither by set-up or dismantling works, if any, nor by an event staged by the contracting partner (noise, etc.).

**8.** All advertising measures conducted by the contracting partner shall be subject to the hotel's written consent. This shall in particular apply for posters, programs, etc. For announcing an event, only the designation (name) approved by the hotel may be used. The utilization of the hotel name or of logos for media, printing matters, etc., shall be exclusively subject to the hotel's prior consent. If the hotel has not been notified, the hotel shall be entitled to cancel the event.

**9.** Machines and equipment brought by the organizer and/or used in the hotel shall comply with the respective Austrian statutory provisions and shall be safe to operate. Respective proof shall be furnished to the hotel on request. The hotel is entitled, yet not obligated, to prompt respective expert inspection at the organizer's cost and/or take the machine out of operation in the case of doubt or to request its immediate removal or, if applicable, carry out the removal himself at the contracting partner's cost; this shall also apply for other items.

**10.** The contracting partner shall be obligated to obtain, at his own cost, all required and prescribed authorizations and permits and to furnish them to the hotel 14 working days before the start of an event at the very latest. The contracting partner shall indemnify and hold harmless the hotel with regard to all damages, in particular sanctions / administrative fines resulting from the non-compliance with commercial-law and all other provisions, and in particular from the non-payment of charges.

**11.** All deliveries handed over or sent to the hotel by the contracting partner or by third parties must be announced to the hotel beforehand. The hotel shall reserve the right to fix the point-in-time of delivery and to refuse to accept insufficiently-labelled parcels or parcels subject to import duties. Storage until the event shall be free of charge. The hotel shall assume no liability for the completeness, possible damaging or theft of the delivery.

**12.** If the contracting partner wants to bring food and drink or other goods, such shall be subject to the hotel's explicit consent. Any costs incurred (cork fee, use of dishes, charges for disposal) shall be charged by the hotel.

**13.** The contracting partner or his authorized representative shall make sure that he himself or an authorized representative is present during the utilization of the function rooms.

**14.** If the presence of hotel staff is permanently required during the event, the hotel's respective hourly fee, depending on time of day/night, shall be charged in addition per hotel staff member and per hour commenced.

**15.** The contracting partner shall bear the risk incurred by the event carried out by him, including preparation, set-up, implementation and dismantling. The contracting partner shall be liable for all damages, and also for consequential damage and losses caused by him, by the persons employed by him, by parties commissioned by him (subcontractors), by his authorized representative as well as by his visitors and guests. This shall, in particular, apply for damages caused to the building and to the inventory as a consequence of the event, damages caused by bringing items, in the course of set-up and dismantling as well as for all consequences resulting from the agreed maximum number of visitors being exceeded. If applicable, the hotel will request the organizer to contract appropriate insurances.

**16.** The hotel shall assume no liability for accidents occurring at events.

**17.** The hotel shall not be liable for the contracting partner, persons employed by him, persons commissioned by him, visitors or guests losing items during or in connection with events; this shall also apply for thefts. Insurances (e.g.: damages caused by theft, burglary and fire) shall be contracted by the organizer himself. It is possible for the contracting partner to deposit valuable items, luggage or money in the rooms designated for such purpose or in the safe by handing over such items to the hotel, with, in this case, the amount of the hotel's liability being restricted to, at maximum, the liability-insurance sum contracted by the hotel.

**18.** No liability shall be assumed for valuables brought to the hotel which have not been handed over to the hotel. The organizer shall be responsible for ensuring sufficient insurance of the valuables he has brought to the hotel.

**19.** General Business Terms of the contracting partner shall not be applicable, also if the hotel does not expressly object to such. Any conflicting acknowledgements of the contracting partner by referring to his own General Business Terms shall herewith be expressly revoked.

**20.** Any claims that the contracting partner has against the hotel shall be asserted in writing within a period of six months after the end of the event; otherwise these shall cease to exist.

**21.** The customer must clarify to the Hotel without being requested to do so no later than upon the conclusion of the contract whether the event, due to its political or religious nature or other characteristic, could jeopardise the problem-free business operations, security or public reputation of the Hotel.

**22.** Due to the special nature of our services, the storage and transmission of personal data of the guests are indispensable. The customer accepts to provide the hotel with personal data of the guest(s) or company data which are required for the provision of the services, and accepts the transfer of personal data for the correct performance of the ordered service to:

- Booking platforms used to book tourist services
- Service providers providing tourist or other services
- Public bodies and banks, for reporting, tax and other statutory purposes

If the transmission of personal information is not carried out by the person concerned but by other representatives of the customer, the customer undertakes to inform the data subject about the data transmission to the hotel and of the transmission by the hotel to the recipient categories as described above. The hotel will treat these data confidentially in accordance with the relevant data protection regulations and will only disclose these data to third parties if it is necessary for the provision of the agency service, or if the disclosure is required by legal guidelines. A detailed description of the common rights and obligations and a reference to the responsible contact persons for questions on data protection can be found in the privacy policy at <https://www.austria-trend.at/en/confidentiality>.

### Rescission / Cancellation

**1.** Without prejudice to its claim to compensation, the hotel shall be entitled to end the contractual relationship at any time and without having to state any reasons, if

a) The contracting partner fails to make a payment when due despite of being granted extension of the deadline by 7 days,

b) Insolvency proceedings have been initiated against the contracting partner's assets,

c) The contracting partner jeopardizes the hotel's smooth business operation or safety,

d) Required official permits are not furnished or the authority prohibits the event.

e) The performance of the contract is impossible due to force majeure, such as strike or other circumstances for which the hotel cannot be held responsible.

f) events are booked giving misleading or incorrect information or concealing circumstances of key significance for the contract, for example the identity of the customer, its ability to pay or the purpose of the event.

g) The Hotel has a justified reason to assume that the event may jeopardise its problem-free business operations or its security or public reputation, without this being attributable to the hotel's area of control or organisational sphere.

h) the purpose and/or reason for the event is unlawful. In the event that the Hotel rescinds the contract for the above-mentioned reasons, the customer shall be obliged to pay compensation, including for lost profits.

### Jurisdiction, Severability

**1.** Place of performance and place of payment shall be Vienna, Austria. Austrian law shall be applicable. The place of jurisdiction shall be Wien, Innere Stadt (Vienna, First District).

**2.** A transfer of rights from the contractual relationship of the contracting partner – against payment or free of charge – shall be subject to the hotel's explicit written consent.

**3.** Changes shall be made in writing in order to be effective.

**4.** The "Events" provision shall only be applicable for persons who are not consumers within the meaning of Sect 1 of KSchG, the Austrian Consumer Protection Act.

**5.** If individual provisions of these GBT are ineffective, this shall not affect the effectiveness of the remaining provisions. The hotel and the contracting partner will immediately replace the ineffective provisions by effective provisions most closely reflecting the intended purpose and their economic dimension.