

GENERAL TERMS AND CONDITIONS

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Section 1 Scope of application

1.1 These General Terms and Conditions do not exclude special agreements. They shall apply mutatis mutandis to rooms, seminars and events which have been booked.

Section 2 Definition of terms

The "Accommodation Provider" is a natural person or legal entity that accommodates guests in exchange for remuneration or makes these premises available for seminars or events.

The "Guest" is a natural person that uses the accommodation. The Guest is generally also the Party. Persons arriving in the company of the Party (e.g. family members, friends etc.) are also classified as Guests.

The "Party" is a domestic or foreign natural person or legal entity that enters into an Accommodation Agreement as a Guest or for a Guest.

The terms "Consumer" and "Entrepreneur" are to be understood within the meaning of the 1979 Consumer Protection Act (Konsumentenschutzgesetz) as amended.

The "Accommodation Agreement" is the agreement concluded between the Accommodation Provider and the Party, the contents of which are specified below.

"Groups" are Guests for whom at least ten rooms are booked together.

Section 3 Conclusion of an agreement – deposit – vouchers

3.1 The Accommodation Agreement becomes effective through acceptance of the Party's order by the Accommodation Provider. Electronic declarations shall be deemed received when they can be collected by the party to which they are addressed under normal circumstances provided that they are received during the published business hours of the Accommodation Provider.

3.2 The Accommodation Provider shall be entitled to enter into the Accommodation Agreement under the condition that the Party pays a deposit. In such case, the Accommodation Provider shall be obliged to inform the Party about the required deposit before accepting the written or verbal order from the Party. In the event that the Party agrees to the deposit (in writing or verbally), the Accommodation Agreement becomes effective on receipt by the Accommodation Provider of the Party's declaration of consent regarding payment of the deposit.

3.3 The Party shall be obliged to pay the deposit no later than 7 days (receipt) before the provision of the accommodation. The Party bears the costs of the financial transaction (e.g. transfer charges). For credit cards and debit cards the respective terms and conditions of the card companies shall be applicable.

The Accommodation Provider is also entitled to request authorisation on the customer's credit card in the amount of EUR 50.00 per overnight stay which is booked without this being expressly agreed. This may be offset as a deposit and security against claims.

3.4 In the event that groups and seminars are booked, a deposit in the amount of the entire booking price is to be paid 30 days before the day of arrival at the latest.

3.5 Vouchers cannot be redeemed in cash.

Section 4 Start and end of the accommodation and seminars and events

4.1 The Party is entitled to occupy the rented accommodation from 3 pm on the agreed day ("day of arrival"), unless the Accommodation Provider offers a different occupancy time.

4.2 If a room is occupied for the first time before 6 am in the morning, the previous night counts as the first overnight stay.

4.3 The Party must vacate the rented accommodation by 11 am on the day of departure. The Accommodation Provider shall be entitled to charge for another day if the rented rooms are not vacated by the cut-off time. The following night will be invoiced in full from 3 pm on the departure date at the latest.

4.4 For seminars and events, the respective agreed start and end times shall apply. In the event of failure to comply with these times, the Accommodation Provider shall be entitled to charge an appropriate additional fee.

Section 5 Withdrawal from the Accommodation Agreement and seminar agreement cancellation fee

Cancellation by the Accommodation Provider

5.1 If the Accommodation Agreement provides for a deposit and such deposit has not been paid by the Party by the deadline, the Accommodation Provider may withdraw from the Accommodation Agreement without granting any grace period.

5.2 If the Guest fails to arrive by 6 pm on the agreed day of arrival, the Accommodation Provider shall not be obliged to accommodate them unless a later time of arrival has been agreed.

5.3 If the Guest has paid a deposit (see 3.3), the room which has been booked remains reserved until 11 am on the date which follows the agreed day of arrival at the latest. The day of arrival is counted as the first day unless the Guest specifies a later day of arrival.

5.4 The Accommodation Provider may void the Accommodation Agreement by means of a unilateral declaration for objectively justifiable reasons by 3 months before the Party's arranged day of arrival at the latest, unless otherwise agreed.

Withdrawal by the Party – cancellation fee

5.5 Unless otherwise agreed, the Party may cancel the Accommodation Agreement under the following conditions:

Cancellation conditions for groups and seminars

Cancellation of the contingent:

up to 90 days before arrival, the entire group can be cancelled free of charge;

in the event of cancellation 89 to 31 days before arrival, 50% of the booking value shall be payable;

in the event of cancellation 30 days before arrival, 100% of the booking value shall be payable;

in the event of a no-show, 100% of the booking value shall be payable.

Any discounts shall only be granted on the overnight accommodation, but not on breakfast.

Cancellation conditions for other bookings

the booking may be cancelled free of charge up to 3 pm on the day before the day of arrival, with the exception of non-refundable rates.

In the event of cancellation within 24 hours before arrival or a no-show, the full booking value shall be payable.

In the event of a no-show on the part of the Party, the duty to pay remuneration for the stay continues to apply in full.

5.6 For non-cancellable bookings (non-refundable bookings) made via various internet platforms and our own website, the agreed remuneration will be charged to the customer's credit card immediately. In general, the remuneration shall be due immediately on receipt of the invoice.

5.7 The cancellation conditions set out in Section 17 apply to events.

5.8 Obstruction of arrival

If the Party is prevented from arriving at the accommodation premises on the day of arrival using any transport options because this is made impossible by unforeseeable extraordinary events (e.g. extreme snowfall, floods etc.), the Party shall not be obliged to pay the agreed remuneration for the days of arrival.

The duty to pay remuneration for the booked stay comes into effect again if arrival becomes possible again within three days.

Section 6 Provision of alternative accommodation

6.1 The Accommodation Provider may provide the Party or Guests with adequate substitute accommodation (of the same quality) if this is reasonable for the Party, in particular if the discrepancy is slight and objectively justified.

6.2 An objective justification exists if the room (the rooms) has (have) become unusable, guests who have already been accommodated extend their stay, an overbooking situation exists or other important operational measures make this step necessary.

6.3 Any additional expenditure in respect of the substitute accommodation is to be borne by the Accommodation Provider.

6.4 In case of an early termination of the Accommodation Agreement on the part of the Accommodation Provider, especially due to reasons set out in Section 15.6 and Section 15.7, the Accommodation Provider is released of its obligation to provide the Party or Guests with substitute accommodation or to organise substitute accommodation for the Party or Guests.

Section 7 Rights of the Party

7.1 By concluding an Accommodation Agreement, the Party acquires the right to the usual use of the rented room(s), the facilities of the hotel which are normally accessible to guests for use without special conditions and the right to the usual service.

The Party shall exercise its rights in accordance with any applicable hotel and/or guest regulations (house rules).

7.2 The individual accommodation rooms have double beds and may only be booked and occupied by a maximum of two people per room. Additional beds will not be provided by the Accommodation Provider.

Partys, who allow any visitors who are not guests of the hotel are only authorized to visit accommodation rooms with agreements of the Accommodation Provider when their names and addresses are provided.

7.3 Smoking is strictly prohibited throughout the entire hotel, including the use of: electronic cigarettes; vaporizers; and comparable smoking or vaping devices. Any person violating this prohibition shall pay a contractual penalty of EUR 250.00 per violation. The Accommodation Provider expressly reserves the right to claim additional damages, including, but not limited to, costs for special cleaning, refurbishment, repairs or loss of revenue.

7.4 The use of devices or objects capable of triggering the fire alarm system or creating a fire hazard is prohibited in guest rooms and throughout the hotel premises. This prohibition includes, in particular: incense sticks; candles; electric kettles; rice cookers; irons; garment steamers; electronic cigarettes; and comparable devices or objects, unless supplied by the Accommodation Provider. Should the fire alarm be activated due to the use of such devices or through negligent or intentional conduct, all resulting costs, including but not limited to: fire brigade deployment costs; security service costs; and any consequential expenses, shall be borne by the Contracting Party or the person responsible.

7.5 Where guest rooms or sanitary facilities are left in an exceptionally dirty condition exceeding normal wear and use, a special cleaning fee of at least EUR 250.00 shall be charged. This applies particularly in cases involving: standing water on bathroom floors; faeces or other bodily waste outside the toilet; vomit; or comparable extraordinary contamination. Where such contamination or damage requires renovation or repair, or where the actual costs exceed EUR 250.00, the Contracting Party shall reimburse the Accommodation Provider for the full amount of the actual costs incurred.

Section 8 Obligations of the Party

8.1 The Party shall be obliged to pay the agreed remuneration plus any extra amounts that have arisen from the use of special services by the Party and/or the accompanying Guests, plus all statutory taxes and duties, by the time of departure at the latest.

8.2 The Accommodation Provider shall not be obliged to accept foreign currencies. If the Accommodation Provider accepts foreign currencies, these shall be accepted at the current rate if possible. If the Accommodation Provider accepts foreign currencies or cashless means of payment, the Party shall pay any associated costs, e.g. for enquiries to credit card companies, telegrams etc.

8.3 The Party shall be liable to the Accommodation Provider for any damage caused by it or the Guest or any other persons that receive services of the Accommodation Provider with the knowledge of or in accordance with the intention of the Party.

8.4 The name of the hotel, COOL MAMA, is protected by copyright law and may not be used by the Guest without authorisation.

8.5 The Guest is not permitted to publish or pass on images of the hotel or gastronomy premises.

8.6. All photos and videos conducted by the Party/ Guest on hotel premises in particular commercial purposes, offensive, pornographic or suggestive content is not permitted, to be distributed or be published.

The COOL MAMA Hotel Sky Bar GmbH reserves the right for compensation for any damages incurred arising from or in connection with willfulness or negligence on the part of the Party.

If the Accommodation Provider has not been notified, the hotel shall be entitled to press legal charges against the Party.

Section 9 Rights of the Accommodation Provider

9.1 If the Party refuses to pay or is in arrears with the agreed remuneration, the Accommodation Provider shall be entitled to make use of the legal right of retention in accordance with Section 970c ABGB [Austrian Civil Code] and the legal right of lien in accordance with Section 1101 ABGB with respect to the items brought by the Party or the Guest.

Furthermore, the Accommodation Provider shall be entitled to make use of this right of retention or lien in order to secure its claims arising from the Accommodation Agreement, particularly for catering, other expenses made for the Party and for any kind of damage claims.

9.2 If an additional service is requested in the room of the Party or is requested at non-standard times (after 8 pm and before 7 am), the Accommodation Provider shall be entitled to demand a special supplement in respect of this. This special supplement must, however, be indicated on the room price table. The Accommodation Provider may also refuse to provide these services for operational reasons.

9.3 The Accommodation Provider reserves the right to charge for its services at any time in full or in part.

Section 10 Obligations of the Accommodation Provider

10.1 The Accommodation Provider shall be obliged to provide the agreed services to an extent that complies with its standards.

10.2 Extra services of the Accommodation Provider that must be indicated accordingly and are not included in the accommodation remuneration shall, by way of example, include:

Extra accommodation services that may be invoiced separately, such as the provision of lounges, saunas, indoor and/or outdoor swimming pools, solariums, garages etc.

Section 11 Liability of the Accommodation Provider for damage to Guests' property

11.1 The Accommodation Provider shall be liable for Party's property in accordance with Section 970 et seq. ABGB. The Accommodation Provider shall only be liable if the items have been handed over to the Accommodation Provider or the persons authorised by the Accommodation Provider or deposited in a place assigned by such or intended for such purpose. Unless the Accommodation Provider provides other evidence, the Accommodation Provider shall be liable for its own fault or the fault of its vicarious agents and visitors. In accordance with Section 970 (1) ABGB, the Accommodation Provider 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 anderer Unternehmer) as amended as a maximum. If the Party or the Guest does not comply without undue delay with the request of the Accommodation Provider to place its property in a special storage location, the Accommodation Provider shall be released from all liability.

The amount of any liability of the Accommodation Provider shall be limited to the third-party liability insurance amount of the respective Accommodation Provider as a maximum. Any fault of the Party or Guest is to be taken into account.

11.2 Liability on the part of the Accommodation Provider is excluded for slight negligence. If the Party is an Entrepreneur, the Accommodation Provider may not be held liable for gross negligence. In such case, the burden of proof shall be borne by the Party. No compensation for consequential damage or indirect damage as well as loss of profits will be provided in any case.

11.3 The Accommodation Provider shall only be liable for any valuables, money and securities in the event it has accepted such items for safekeeping knowing their characteristics or in the event the

damage has been caused by itself or its vicarious agents. The limitation of liability in accordance with 12.1 and 12.2 shall apply mutatis mutandis.

11.4 The safekeeping of valuables, money and securities shall be refused by the Accommodation Provider and no liability shall be assumed for the loss or theft thereof.

11.5 In each event of safekeeping being accepted, liability shall be excluded if the Party and/or Guest fails to immediately notify the Accommodation Provider of the damage which has been incurred without undue delay on becoming aware of this. Furthermore, these claims must be asserted with legally within three years of the Party and/or Guest becoming aware or potentially becoming aware of the damage, otherwise these claims shall be considered void.

11.6 Lost property will only be stored by the Accommodation Provider for a period of one month after being found. When this period has expired, the Accommodation Provider may dispose of the lost property items freely and discard them.

11.7 In principle, the Accommodation Provider shall not bear any liability for the Guest's property in the hotel room, car park, restaurant outlets and public areas.

11.8 The Accommodation Provider shall not bear any liability for items which are lost or left behind.

Section 12 Limitations of liability

12.1 If the Party is a Consumer, the Accommodation Provider may not be held liable for slight negligence, except for personal injuries.

12.2 If the Party is an Entrepreneur, the Accommodation Provider may not be held liable for slight or gross negligence. In such case, the burden of proof shall be borne by the Party. No compensation for consequential damage, non-material damage or indirect damage as well as loss of profits shall be provided. The damage to be compensated shall, in any case, be limited to the amount of the damage incurred because the Party relied on the validity of the agreement (Vertrauensinteresse).

Section 13 Animals

Animals may not be brought onto the accommodation premises without any exceptions.

Section 14 Extension of accommodation

14.1 The Party shall have no right to the extension of its stay. If the Party informs the Accommodation Provider in good time that it intends to extend its stay, the Accommodation Provider may approve an extension of the Accommodation Agreement. However, the Accommodation Provider is not obliged to do so.

14.2 If the Party is not able to leave the accommodation on the day of departure because all departure routes are blocked or cannot be used due to unforeseeable circumstances (e.g. extreme snowfall, flooding etc.), the Accommodation Agreement is automatically extended for the length of time during which departure remains impossible. A price reduction for this period is only possible, if necessary, if the Party is not able to make full use of the services offered by the Accommodation Provider as a result of exceptional weather conditions. The Accommodation Provider shall be entitled to charge, as a minimum, the remuneration corresponding to the price usually charged in the low season.

Section 15 Termination of the Accommodation Agreement – early termination

15.1 If the Accommodation Agreement has been concluded for a limited term, it shall end upon the expiry of such term.

15.2 If the Party leaves early, the Accommodation Provider shall be entitled to charge the total agreed remuneration. The Accommodation Provider shall deduct any savings due to the failure to use its scope of services or maintained by letting the booked rooms to other guests. A price deduction is only possible if the hotel accommodation is fully booked at the time of the failure to use the rooms reserved by the Guest and the rooms can be let to other guests as a result of the cancellation by the Party. The burden of proof of the savings shall be borne by the Party.

15.3 The agreement with the Accommodation Provider ends in the event of the Guest's death.

15.4 If the Accommodation Agreement has been concluded for an indefinite term, the parties may terminate the Agreement by 10 am on the third day preceding the intended end date of the Agreement.

15.5 The Accommodation Provider shall be entitled to terminate the Accommodation Agreement with immediate effect for important reasons, particularly if the Party and/or the Guest

a) uses the rooms in a considerably disadvantageous manner or negatively affects the collective living environment for other guests, the Accommodation Provider, its vicarious agents or third parties living in the accommodation as a result of its inconsiderate, objectionable or otherwise inappropriate behaviour or commits an act threatened by punishment which constitutes a risk to the property, ethics or personal safety of these persons;

b) contracts a contagious disease or a disease the duration of which exceeds the term of accommodation or otherwise is in need of care;

c) fails to settle the presented invoices when they become payable within a reasonable period of time (3 days).

15.6 If the performance of the agreement becomes impossible or unreasonable due to circumstances to be deemed events of force majeure (these include in particular natural disasters such as flood, fire, radioactive disasters, strike, lockout, epidemic, pandemic, contagious disease of employees, official orders or- decrees and prohibition of entry), or unpredictable malfunction of the facilities (burst pipes, disruption to the water supply, failure of air condition and heating or ventilation systems etc.), power failure, it failure, penetration of water, breakage of glass etc. and/or other unavoidable causes the Accommodation Provider may terminate the Accommodation Agreement at any time without giving prior notice unless the Agreement is already deemed terminated under the law or the Accommodation Provider is released of its obligation to accommodate the Party. In this case any claims for damages / compensation, warranty etc. by the Party are excluded and the Accommodation Provider is released of its obligation to provide the Party or Guests with substitute accommodation or to organise substitute accommodation for the Party or Guests.

15.7 If the Party arrives from a country or region with a current travel warning of level 5 or higher, that has been issued by the Austrian Government or competent authorities due to a contagious disease, and the Party cannot prove by a current medical test (issue date max. 48 hours), that it does not pose a danger regarding this disease to guests or employees, the Accommodation Provider may terminate the Accommodation Agreement or existing reservations at any time without giving prior notice. In this case any claims for damages / compensation, warranty etc. by the Party are excluded and the Accommodation Provider is released of its obligation to provide the Party or Guests with substitute accommodation or to organise substitute accommodation for the Party or Guests.

Section 16 Illness or death of a Guest

16.1 If a Guest becomes unwell during its stay at the accommodation, the Accommodation Provider shall arrange for medical care at the request of the Guest. In the event of imminent danger, the Accommodation Provider shall arrange for medical care even without the special request of the Guest, particularly if this is necessary and the Guest is unable to do so themselves.

16.2 As long as the Guest is not able to make decisions or it is not possible to contact the Guest's next of kin, the Accommodation Provider will arrange for medical care at the Guest's expense. However, the extent of such care measures shall terminate when the Guest is able to make decisions or the next of kin has/have been informed about the illness.

16.3 In particular, the Accommodation Provider shall be entitled to claim compensation from the Party and the Guest or, in the event of death from its legal successor, for the following costs:

a) outstanding medical costs, costs for ambulance transportation, medication and medical aids,

b) any disinfection of rooms which has become necessary,

c) laundry which has become unusable, bed linen and bed furniture or for disinfection or thorough cleaning of all these items,

d) Restoration of walls, furniture, carpets etc. to the extent that these were contaminated or damaged as a result of the illness or death,

e) Rent for the room provided that it was occupied by the Guest plus any days on which it was not possible to use the room due to disinfection, clearing or similar,

f) any other damages incurred by the Accommodation Provider.

Section 17 Special regulations for events

17.1 The event Party shall inform the Accommodation Provider of the guaranteed minimum number of people participating in the event and the maximum number of participants by four weeks before the start of the event at the latest.

Invoicing shall take place according to the actual number of people who participate, however this

shall be no less than the minimum guaranteed number which was provided.

17.2 The Accommodation Provider reserves the right to allocate and assign individual rooms for the event in order to ensure suitable accommodation for all participants, taking into consideration the nature of the event and the desired quality. In the event of an increase or decrease in the number of participants, the Accommodation Provider shall be entitled to reallocate the event rooms.

Should the Party request an additional room for an event despite sufficient seating being provided, the Accommodation Provider shall be entitled to charge an additional fee for this.

If the Party wishes to change the seating which has been contractually agreed on the day of the event and this is possible for the Accommodation Provider, the Accommodation Provider shall be entitled to charge an appropriate additional amount for the reorganisation.

Should the event duration which has been contractually agreed be exceeded and such extension be possible, the Accommodation Provider shall be entitled to charge an additional fee for the extension.

17.3 The general opening hours of the outlets shall apply to events unless otherwise agreed in the respective contract.

17.4 An event cancellation by means of a unilateral declaration by the Party is only possible subject to the payment of the following cancellation fees:

up to 31 days before the start of the event – free;

30 to 11 days before the start of the event – 50% of the booking value shall be payable;

10 days or less before the start of the event – 100% of the booking value shall be payable;

in the event of a no-show, 100% of the booking value shall be payable.

Section 18 Garage/car park

18.1 By driving into the garage, the Guest/Party, hereinafter referred to in short as the Lessee, enters into a contract with the Accommodation Provider, namely, a rental contract regarding the parking space for motor vehicles under the conditions set out below.

18.2 This contract does not include monitoring or safekeeping of the vehicle, its accessories, any items in the vehicle or items brought into the garage with the vehicle. The Accommodation Provider is under no safe custody obligation nor has any other duty of care for objects brought onto the premises by the Lessee. The contract shall end with the departure of the vehicle.

18.3 Obligations of the Lessee:

The Lessee is obliged to exercise the due care and attention required on the road, in particular, strict compliance with signs and notices displayed to regulate traffic and parking, as well as safety rules. Instructions issued by the Accommodation Provider or its staff to ensure safety or which relate to house rules must always be followed without undue delay.

Vehicles may only be parked within the marked parking spaces. The Accommodation Provider is entitled to remove vehicles parked outside these spaces, in particular in the traffic areas, subject to a charge.

Each Lessee is advised to always carefully lock their vehicle when leaving it and to refrain from leaving any valuables in the vehicle.

The Lessee is obliged to secure and lock the parked vehicle properly and to then leave the garage without delay.

In the event of fire or the smell of burning, activate the fire alarm and alert the fire service and reception.

Vehicles may enter and exit at any time of day or night. Refrain from unnecessary signals in the parking

garage and on the premises in the interest of minimising noise levels.

Unless otherwise provided for, the regulations which are applicable to vehicles and the Highway Code shall apply in the same way in the respective valid version.

Entry with gas-powered vehicles and with vehicles with a height of over two metres is not permitted. The vehicle which is parked should be properly locked and secured. The vehicle should be prevented from rolling away by securing the hand brake and placing the vehicle in gear.

The traffic signs, light signals and floor markings are to be observed. Vehicles may only be driven at walking pace in the parking garage. Particular caution and care is to be exercised with regard to pedestrians the entrance and exit area and on protected pathways.

Stopping and parking in areas other than those marked as parking areas, in particular manoeuvring areas and pedestrian pathways, is prohibited. In addition, overtaking, reversing (except for manoeuvring in and out of parking spaces), activating acoustic devices (except hazard warning devices), the use of the high beam and leaving the engine running whilst the vehicle is still are prohibited activities.

When parking the vehicle, a distance of at least 60 cm must be maintained to the vehicles parked to the side of the vehicle. Vehicle doors must be opened with particular care in order to prevent damage to the vehicles parked next to them.

The following, in particular, is prohibited

- Smoking and the use of fire and naked flames;
- Refuelling vehicles, storing fuel, combustible goods and flammable substances inside and outside the vehicle;
- Entering the car park with vehicles loaded with the aforementioned substances;
- Entering the car park with and parking vehicles with leaking system, leaking tanks, carburettors, fuel injection pumps or fuel lines, the use of vehicles which are losing oil or have other safety-related defects or do not comply with the technical requirements for vehicle use (e.g. invalid or expired inspection badges);
- Carrying out any kind of work on the vehicle (e.g. cleaning work, repairs, recharging the battery and similar), emptying petrol, oil, water and other liquids, storing items outside the vehicle, all loading activities (e.g. reloading from one vehicle into another, except storing hand luggage/travel luggage)
- Any production of abnormal levels of noise
- Parking a vehicle without a registration number

Rights of the Accommodation Provider

18.4 Insofar as the Lessee has not parked its vehicle properly, i.e. has not parked it in a space marked as a parking space or in a long-term parking space and evidently does not intend to remedy this immediately, irrespective of other claims for compensation for damages or measures according to the parking conditions, the Accommodation Provider shall be entitled to have the vehicle towed. A flat rate will be charged for the removal of the vehicle unless the Lessee can prove that costs in this amount were not incurred or were incurred to a significantly lower level than the flat rate.

The Accommodation Provider is also entitled to remove the Lessee's vehicle from the garage in the event of urgent danger.

Right of retention

18.5 In order to provide security with regard to the remuneration claims and all claims arising against the Lessee in connection with the parking, the Accommodation Provider shall have the right of retention with respect to the parked vehicle, even if the vehicle does not belong to the Lessee, but to a third party.

In order to provide security with regard to the right of retention, the Accommodation Provider may

use suitable means to prevent the removal of the vehicle (immobilisation). The application of the right of retention may be prevented by means of a security deposit.

Liability of the Accommodation Provider

18.6 The Accommodation Provider shall be liable only for damage that it have demonstrably caused intentionally or by gross negligence. The Lessee is obliged to notify the Accommodation Provider without undue delay in writing of any damages of this kind. Damages must be reported to the staff at reception before leaving the garage.

The Accommodation Provider excludes all liability for damages caused by other lessees or other third parties. This applies, in particular, to damage, destruction or theft of the parked vehicle or moveable objects/installed objects in the vehicle (e.g. car radio, car phone, mobile phone, personal valuables, computers, photographic equipment, sports equipment and similar) and also items affixed to the vehicle.

Furthermore, the Accommodation Provider shall no longer be liable for damages incurred directly or indirectly as a result of force majeure.

Lessee's liability

18.7 The Lessee shall be liable for any damage culpably caused to the Accommodation Provider with respect to the itself or its vicarious agents, its representatives or their companions. It shall be obliged to report such damage without being requested to do so to the staff at the hotel's reception before leaving the garage.

Inter alia, the Lessee shall be liable for cleaning costs in the event the garage is soiled.

Rent

18.8 The rent shall be based on the respective valid remuneration list displayed in the hotel or published on the Accommodation Provider's website.

In the event the parking ticket is lost, the Lessee shall be obliged to pay the remuneration due for the actual parking duration, however no less than the fee for one day.

If the Lessee uses more than one parking space for its vehicle, the Accommodation Provider shall be entitled to collect the full rent price for the number of parking spaces actually used.

If a garage user does not consent to the content of these terms, he/she may vacate the garage again without paying any fees within a period of 15 minutes from entry.

Section 19 Place of fulfilment, place of jurisdiction and applicable law

19.1 The place of fulfilment shall be the location of the accommodation.

19.2 These Terms and Conditions shall be governed by Austrian formal and substantive law, to the exclusion of the provisions of international private law (particularly IPRG [Austrian act on international private law] and the Convention on the Law Applicable to Contractual Obligations 1980) and the UN Convention on Contracts for the International Sale of Goods.

19.3 If the Party is also an Entrepreneur, the exclusive place of jurisdiction shall be the domicile of the Accommodation Provider; however the Accommodation Provider shall also be entitled to assert its rights before any other court that is competent for the location and matter.

19.4 If the Accommodation Agreement has been made with a Party that is a Consumer and which has its domicile or ordinary residence in Austria, actions against the Consumer may exclusively be filed at the domicile, ordinary residence or place of work of such Consumer.

19.5 If the Accommodation Agreement has been made with a Party that is a Consumer who has their domicile in a member state of the European Union (except for Austria), Iceland, Norway or Switzerland, the court that is competent for the domicile of the Consumer in the event of actions against the Consumer in the relevant matter shall have exclusive jurisdiction.

Section 20 Video monitoring

The Accommodation Provider uses a video monitoring system for the purpose of protecting the

property itself and/or com with duty of care.

The video recordings are not, in particular, used to monitor people and vehicles and do not provide any basis for liability on the part of the Accommodation Provider.

The Accommodation Provider shall be entitled to evaluate the video recordings if the monitored property itself or vehicles stored in the property are subject to a dangerous attack.

Lessees are not entitled to receive video recordings from the Accommodation Provider. However, the Accommodation Provider is entitled to provide video recordings to the responsible authority for a security authority within the framework of an investigation initiated via reporting because the reasonable suspicion took place at the Accommodation Provider's property and the data may document a chargeable action to be followed up officially. Such suspicion may also arise due to reports from a Lessee.

Section 21 Miscellaneous

21.1 Unless otherwise specified in the above provisions, any time limits shall start upon the document by which such time limit is instructed being delivered to the Party that must comply with the time limit. When calculating a time limit based on days, the day of the moment or event to which the start of the time limit refers shall not be included in the calculation. Time limits based on weeks or months shall refer to the day of the week or month that corresponds to the day starting from which the time limit is to be calculated according to its name or number of days. If this day is missing from the month, the last day of this month shall be decisive.

21.2 Any declarations shall be received by the other party by the last day of the time limit (midnight).

21.3 Amendments and additions to written contracts must be in written form in order to be valid. This also applies to any deviation from the written form requirement.

21.4 The Accommodation Provider is entitled to set off its own claims against claims of the Party. The Party shall not be entitled to offset any of its claims against claims of the Accommodation Provider unless the Accommodation Provider is insolvent or the Party's claim has been established by a court or acknowledged by the Accommodation Provider.

21.5 In the event of any regulatory loopholes, the corresponding statutory provisions shall apply.