**Vivea Hotel Bad Eisenkappel**

## I. Scope

**1)** These General Terms and Conditions apply to all services concluded with Vivea Bad Eisenkappel GmbH.

**2)** These Terms and Conditions apply in particular to contracts on rental of hotel rooms for accommodation as well as to all other services and deliveries of the hotel rendered for the customer.

**3)** The contract is only concluded with these conditions. Any terms and conditions of the customer shall not apply.

## II. Conclusion of contract; contracting parties; contractual liability

**1)** The contract is concluded when the hotel accepts the customer's application. The hotel shall be free to confirm the booking of a room in writing.

**2)** If the hotel requires deposit or payment of the full price for the stay in advance, booking of the room shall be subject to this condition precedent. The contract shall not be concluded if the customer does not pay the deposit or the price for the accommodation within the period provided. Otherwise, booking of rooms shall be binding.

**3)** The contracting partners are the hotel and the customer. If a third party has made the order on behalf of the customer, the third party shall be jointly and severally liable towards the hotel together with the customer for all liabilities resulting from the contract for accommodation.

**4**) The conclusion of a contract for accommodation grants the contracting party only the right to accepted use of the rented rooms, the facilities which are commonly accessible for the guests without special conditions, and customary attendance.

**5)** Subletting or sub-tenancy of the rented rooms as well as their use for purposes other than accommodation require the hotel's prior approval in writing.

**6)** The customer commits to immediately inform the hotel without special request, however not later than at the time of contract conclusion that the intended use and/or the event planned by the customer may provoke public interest or affect the hotel's interest, whether due to its political, religious or any other nature.

**7)** Newspaper advertisements, other promotion and publishings referring to the hotel generally require the hotel's approval in writing.

**8)** If the customer is in breach of this information requirement acc. to section 5 or if publishing occurs without such approval acc. to section 6, the hotel shall have the right to prohibit use in the desired manner or to cancel the event.

## III. Performance, provision of rooms, transfer, and return of rooms

**1)** The hotel is obliged to keep available the rooms booked by the customer and render the services agreed, provided that the customer meets his/her payment obligations.

**2)** The customer is only entitled to the provision of a room of the booked type, location and equipment category, but not to a specific room, unless this has been expressly agreed in the individual case.

**3)** Rooms which have been booked will be available to the customer from 2:00 p.m. on the agreed day of arrival. The customer is not entitled to any earlier provision of the room.

**4)** The rooms are to be cleared and made available to the hotel on the agreed date of departure not later than 10:00 a.m. After this time, the hotel shall be entitled to charge for additional use of the room, i.e. until 6 p.m. 50% of the full price for accommodation (list price), from 6 p.m. 100%.

## IV. Prices, payment, set-off, statute of limitation

**1)** The customer is obliged to pay the applicable and/or agreed prices of the hotel for the provision of the room(s) and the other services made use of. This also applies to services and expenses of the hotel for third parties initiated by the customer.

**2)** All prices are without local tax of € 2.30 per person and night (will be charged on site).

**3)** The agreed prices include statutory value-added tax.

**4)** Invoices of the hotel without a due-date are payable immediately without deduction.

**5)** Objections regarding telephone bills can only be made within one month after receipt.

**6)** The hotel is entitled to invoice any accumulated claims at any time and demand immediate payment. If an invoice which is due will net be immediately paid, the hotel shall be entitled to cancel the contract for accommodation with immediate effect.

**7)** The contracting party shall pay any open amounts not later than at the time of departure.

**8)** In the event of late payment the hotel shall be entitled to demand interest of 8% above the base rate p.a., from consumers 5% p.a. The hotel reserves the right to claim any other damage caused by delay.

**9)** Setting-off of liabilities of the customer with claims towards the hotel is admitted in the event of insolvency of the hotel, and for claims which are legally linked to the liability, which are finally established by court order, or have been accepted by the hotel.

**10)** The statute of limitation for all claims of the customer is one year, the statutory period applies to consumers.

## V. Withdrawal of the customer (cancellation)

**1)** We exclude the right of cancellation within 14 days as of conclusion of contract for online booking and/or contract for accommodation concluded by way of distance selling. The agreed conditions for cancellation associated with the rate shall apply.

**2)** Cancellation by the customer is only admitted if the following cancellation costs are paid:

**Cancellation until 7 days before arrival is free of charge. In the event of cancellation within such 7 days we will charge the following cancellation fees:**

- 6 days to 1 day before arrival: 25% of the total amount of the booked length of stay
- On the day of arrival: 80% of the total amount of the booked stay
- In the event of no-show: 100% of the total amount of the booked stay

**The following applies to stays from 20 December 2026 to 3 January 2027 and from 19 December 2027 to 2 January 2028:**

Cancellation up to 30 days before arrival is free of charge.

- 29 to 15 days before arrival: 50% of the total cost of the booked stay
- 14 days before arrival up to the day of arrival: 90% of the total cost of the booked stay
- In the event of a no-show, a room not taken up or early departure, 100% of the total cost will be charged.

**We reserve the right to allocate 25% of the price of accommodation on your credit card (the amount will only be allocated on the credit card, but not yet debited).**

**3)** Special conditions agreed for cancellation in the individual case shall take priority over these regulations.

## VI. Withdrawal by the hotel

**1)** The hotel shall be entitled to withdraw from the contract by extraordinary cancellation for reasonable cause where objectively justified, for example if force majeure or other circumstances beyond the hotel's control render fulfilment of contract impossible; if rooms are booked by providing misleading or incorrect information about essential facts, e.g. about the customer's identity or the purpose; if the hotel has reasonable grounds to assume that the use of the hotel services may put compromise smooth operation of business, without this being attributable to the hotel's domain or organisation; in the event of material breach of these General Terms and Conditions.

**2)** The hotel shall immediately inform the customer about exercising the right of withdrawal.

**3)** The customer shall not be entitled to compensation if the hotel's withdrawal was justified.

## VII. Liability of the hotel

**1)** If the customer is an entrepreneur, the hotel's liability for slight negligence shall be excluded.

**2)** In the event of disruptions or defects in the hotel's services, the hotel will strive to remedy this when being aware of it or upon immediate complaint by the customer. The customer is obliged to reasonably contribute to remedy such disruption and to minimise any possible damage.

**3)** The hotel is not liable for valuables left in rooms or safes. These are therefore not considered to have been brought into the hotel within the meaning of § 970 (ABGB). The customer is requested to contact reception regarding the storage of valuables in the hotel safe. Otherwise, the hotel is liable for items brought in by the customer in accordance with statutory provisions. It is expressly stated that liability for valuables, money, or securities is limited to a maximum amount of €550.00, or otherwise to a maximum of €1,100.00. Liability claims expire if the customer does not report the damage to reception immediately after becoming aware of it (§ 970b ABGB).**4)** The hotel will handle wake-up calls with utmost care. Claims for damages shall be excluded, except for gross negligence or intent.

**5)** Messages, mail and consignments for guests will be treated with care. The hotel provides for sending, storing and – upon request – forwarding of such items against payment. Claims for damages shall be excluded, except for gross negligence or intent.

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