

General Terms and Conditions of FRANZ ferdinand Mountain Resort Nassfeld

I. Scope of application

1. These General Terms and Conditions apply to all services concluded with the Hotel FRANZ ferdinand Mountain Resort Nassfeld, Tröpolach 152, 9631 Jenig of K1 Hotelerrichtungsgesellschaft mbH, Domplatz 2 / 4th floor, 9020 Klagenfurt.
2. These terms and conditions apply in particular to contracts for the rental of hotel rooms for accommodation, as well as all other services and deliveries provided by the hotel for the customer.
3. The contract shall only be concluded on the basis of these terms and conditions. Any terms and conditions of the customer shall not apply.

II. Contract of conclusion, contract with partner, contract of liability

1. The contract is concluded by the hotel's acceptance of the customer's application. The hotel is free to confirm the room booking in writing and/or to conclude the contract on condition that the contracting party makes a down payment or pays the fee in advance.
2. The contracting parties are the hotel and the customer. If a third party has placed an order on behalf of the customer, that party shall be liable to the hotel together with the customer as joint and several debtors for all obligations under the accommodation contract.
3. By entering into an accommodation contract, the contracting party acquires only the right to the customary use of the rented rooms, the facilities which are usually and without special conditions accessible to the guests for use, and to customary service.
4. Subletting or re-letting of the rooms provided as well as their use for purposes other than accommodation shall require the prior written consent of the hotel.
5. The customer undertakes to inform the hotel without delay and without being requested to do so, but no later than upon conclusion of the contract, that the use desired by the customer and/or the event planned by the customer in the hotel, whether due to its political, religious or other character, is likely to give rise to public interest or to prejudice the interests of the hotel.
6. Newspaper advertisements, other advertising measures and publications relating to the hotel shall generally require the hotel's written consent. If the customer violates this duty of disclosure pursuant to item 5 or if a publication is made without such consent pursuant to item 6, the hotel shall have the right to prohibit the use in the desired manner or to cancel the event.

III. Performance, room provision, handover and return

1. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services, provided that the customer meets his payment obligation.

2. The customer does not acquire any right to the provision of certain rooms.
3. Booked rooms are available to the customer from 3.00 p.m. on the agreed day of arrival. The customer has no right to earlier availability.
4. On the agreed day of departure, the booked rooms shall be available until 11.00 a.m. at the latest. After this time, the hotel may charge a surcharge or the full daily rate for the additional use of the room in addition to any loss incurred by it as a result. The customer shall be at liberty to prove to the hotel that the hotel has incurred no damage or significantly lower damage.

IV. Prices, payment, set-off, limitation of actions

1. The customer is obliged to pay the applicable or agreed prices of the hotel for the provision of the room and the other services used by the customer. This also applies to services and expenses of the hotel to third parties arranged by the customer.
2. The agreed prices include the respective statutory value added tax. They do not include local taxes that are owed by the guest himself under local law.
3. Invoices of the hotel without due date are payable immediately without deduction.
4. The hotel is entitled to call in accrued claims at any time, this also applies to services and expenses of the hotel to third parties arranged by the guest, and to demand immediate payment. If a due invoice is not paid immediately, the hotel shall be entitled to terminate the accommodation contract with immediate effect and to take further measures within the scope of the statutory provisions.
5. The contracting party shall pay the outstanding remuneration at the latest at the time of departure. The hotel shall be entitled to demand a reasonable advance payment or security deposit (e.g. credit card guarantee) upon conclusion of the contract or thereafter, taking into account the legal provisions. The amount of the advance payment and the payment dates may be agreed in writing in the contract.
6. If the guest subsequently requests changes in the number of rooms ordered, other services of the hotel or the length of stay, this shall require the consent of the hotel. This may be made dependent on a price increase.
7. The statutory provisions shall apply to interest on arrears. The guest reserves the right to prove a lower damage, the hotel a higher damage. The hotel reserves the right to assert further damage caused by default.
8. The customer may only set off or reduce a claim of the hotel against a claim of the hotel with a claim that is undisputed or has become res judicata.
9. If the contracting party refuses to pay the remuneration or is in arrears therewith, the hotel shall be entitled to the statutory right of retention pursuant to section 970c of the Austrian Civil Code (ABGB) as well as the statutory right of lien pursuant to section 1101 of the Austrian Civil Code (ABGB) in respect of the items brought in by the contracting party.

10. The limitation period for all claims of the customer shall be one year, for consumers the statutory period shall apply.

V. Adjustment of charges

1. If the period between conclusion and performance of the contract is 4 months and the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price by a reasonable amount, but by no more than 15%.
2. The prices may also be changed by the hotel if the customer subsequently requests changes in the number of rooms booked, the hotel's services or the length of the guests' stay, and the hotel agrees to this.

VI. Deposit

When concluding an individual booking, a deposit of 50% of the total volume of the booking excluding local tax is due within 14 days.

Non refundable offer

A deposit of 100% of the booking volume excluding local tax is due upon conclusion of the booking. Changes or cancellations will be charged with the total amount.

For group and event bookings, the hotel may contractually amend the deposit and cancellation terms depending on the booking volume.

VII. Withdrawal of the customer (cancellation)

1. In the case of online bookings or accommodation contracts concluded by means of distance selling, we exclude the right of cancellation within 14 days of conclusion of the contract. The agreed cancellation conditions associated with the rate apply.
2. Cancellation by the customer is only permissible if cancellation costs are paid as follows:
 - up to 4 weeks prior to arrival: free of charge
 - 28 - 15 days prior to arrival: 45% of the total price
 - 14 - 1 day prior to arrival: 90% of the total price
 - on the day of arrival, in case of no-show or early departure: 100% of the total price
3. Special agreements stipulated in the contract are also binding. The customer is at liberty to prove that no damage has been incurred or that the damage incurred by the hotel is lower than the flat rate demanded. The hotel is also at liberty to provide evidence of higher damages.

VIII. Withdrawal of the hotel

1. If the customer's right to withdraw from the contract within a certain period of time has been agreed in writing, the hotel shall be entitled to withdraw from the contract during this

period if there are requests from other customers for the contractually booked rooms and the customer does not waive his right to withdraw upon inquiry by the hotel.

2. If an agreed advance payment is not made in due time, the hotel shall also be entitled to withdraw from the contract.

3. Furthermore, the hotel shall be entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example in the event of

- force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
- rooms under misleading or false information of essential facts, e.g. in the person of the customer or the purpose, are booked;
- the hotel has reasonable cause to believe that the use of the hotel services may jeopardise the smooth operation of the business without this being attributable to the hotel's sphere of control or organisation;
- there is a material breach of these General Terms and Conditions.

4. The hotel shall inform the customer immediately of the exercise of the right of withdrawal.

5. In the event of justified withdrawal by the hotel, the customer shall have no claim to compensation.

IX. Liability of the hotel

1. The hotel is liable for its obligations under the contract. If the customer is a consumer, the hotel's liability for slight negligence, excluding personal injury, is excluded. If the customer is an entrepreneur, the hotel's liability for slight negligence is excluded. In this case, the customer shall bear the burden of proof for the existence of fault. Consequential damages, immaterial damages, indirect damages and lost profits shall not be compensated. The damage to be compensated shall in any case find its limit in the amount of the trust interest. This limitation of liability applies to all cases of possible damages.

2. Should defects occur in the hotel's deliveries and services or should the services be disturbed, the guest shall notify the hotel immediately upon discovery - in any case before departure - so that the hotel is given the opportunity to remedy the situation as quickly as possible or to restore the deliveries and services to conformity with the contract. The guest is obliged to contribute what is reasonable and otherwise to keep any damage to a minimum.

3. The hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions, "innkeeper's liability in accordance with §§ 970 ff ABGB", i.e. the hotelier shall be liable for items brought in by the guests up to the statutory amounts. Money and valuables can be kept in the hotel safe. The hotel may refuse such safekeeping if the items in question are considerably more valuable than guests of the hotel in question usually place in safekeeping. The guest is obliged to inform the hotel in advance of the value of the items to be stored. For such storage in the hotel safe, the hotel shall be liable up to a maximum of the stated value capped at the amount of the existing liability insurance. The hotel recommends making use of this possibility. The hotel is liable for items stored in room

safes up to € 550.00 per claim. The liability claims expire if the customer does not notify the hotel immediately after becoming aware of the loss, destruction or damage.

4. Insofar as a parking space is made available to the customer in the hotel garage or in a hotel car park, even for a fee, this shall not constitute a safekeeping contract. The hotel shall not be liable for the loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and their contents, except in cases of intent or gross negligence. This also applies to vicarious agents of the hotel.

5. Messages, mail and delivery of goods for the guests shall be handled with care. The hotel shall undertake the delivery, safekeeping and - on request - forwarding of the same against payment. Claims for damages, except for gross negligence or intent, are excluded.

X. Final Provisions

1. Amendments and additions to the contract for the rental of hotel rooms, the confirmation or these terms and conditions require an agreement of the parties in text form to be effective.
2. The place of performance for all obligations of both parties to the contract shall be at the location of the hotel.
3. The place of jurisdiction shall be Klagenfurt.
4. Austrian law shall apply to the exclusion of the rules of international or EU private law.