

General Terms and Conditions of Business for Accommodation Services

Stand 16.06.2009

Scope:

The provision of accommodation services by Sucher Stany MEG (hereafter: 'the hotel') is governed solely by these General Terms and Conditions of Business (hereafter: GTC). Unless otherwise specified in these GTC, the Provisions Governing Austrian Hotel Contracts ("General Terms and Conditions for the Hotel Industry") issued by the Fachverband Hotellerie (Hotel Industry Trade Association), Wiedner Hauptstrasse 63, 1045 Vienna also apply. They can be downloaded or consulted from http://portal.wko.at/wk/format_detail.wk?AngID=1&StID=254299&DstID=316. The guest's terms and conditions of business ('guest' here referring to the contracting partner – customer, guest, event organiser/tour operator etc.) do not form part of the contractual agreement, even if they have not been expressly rejected.

Conclusion of the contract, deposit:

The contracting partners are the hotel (accommodation provider) and the guest (individual guest, tour operator or groups of private travellers).

The accommodation contract is concluded – on the sole basis of these GTC - once the hotel accepts the customer's oral or written order. By actually making use of the contractual service, the guest or tour operator expressly acknowledges that these GTC form the sole basis of the contract.

It may be agreed that the guest shall pay a deposit. The hotel may also require that the payment agreed for the contractual service be made full in advance.

Arrival and departure:

Reserved rooms are available to the guest from 2 p.m., up to 11 a.m. on the date of departure. The rooms to be allocated to the guest will be decided by the hotel on the date of arrival.

Unless a later arrival time is expressly agreed, the hotel is entitled to offer reserved rooms to other guests after 6 p.m. The guest who made the reservation will have no claim to compensation. The hotel is thus entitled to withdraw from the contract under these circumstances. If, however, the guest has "guaranteed" his/her arrival and/or paid a deposit, the room(s) will remain reserved until 11 a.m. on the following day, at the latest.

If a guest makes use of a room before 8 a.m., the night before will be counted as the first night's stay.

If the guest intends to depart after 11 a.m., s/he must inform Reception by 10 p.m., at the latest, on the day before departure. If the guest departs not later than 6 p.m. half the room price will be due; after 6 p.m. the full room price will be payable.

Prices:

Prices are as per the price list in force on the date when the service is provided. Prices include VAT and local charges, where applicable. Any increase in VAT and local charges after the date on which the contract is concluded will be paid by the guest.

Payment terms:

All the hotel's invoices are due for payment, without deductions, when the guest departs or when the invoice is issued (including weekly bills).

The hotel may, in any case, require the guest to pay an appropriate deposit in advance. If payment is not made within the timescale indicated above, the guest will be in default, without any reminder being issued. In the event of default, Art. 1333 of the Austrian Civil Code applies in respect of business-to-business transactions. A fee may be charged for each reminder issued once the guest is in default with a payment.

In the case of contracts concluded with consumers, as defined by the Austrian Consumer Protection Act, i.e. persons for whom the transaction does not form part of the business activities of a company – 'company' being defined as any independently-acting organisation established on a permanent basis, whether profit-oriented or not –, the hotel is entitled to charge arrears interest of 8% above the current base rate in the event of default. In addition, for contracts with consumers, the consumer will be required to pay a reminder fee of EUR 25 for extrajudicial reminders issued once the consumer has defaulted on a payment.

The right to claim higher amounts in respect of losses, due to default remains unaffected.

Withdrawal and cancellation:

In cases of force majeure and other impediments for which the hotel is not responsible, especially those which are outside the hotel's control, the hotel reserves the right to withdraw from the contract without the guest being entitled to claim compensation.

Unless agreed otherwise, the following cancellation terms apply to the guest/tour operator:

Accommodation (up to 3 rooms)

till 6 p.m. on the day before arrival - No charge

On the day of arrival or No show - Total price for the first night's stay

Accommodation (4 to 7 rooms)

till 3 days before arrival - No charge

till 6 p.m. on the day before arrival - 80% of the agreed total price for the first night's stay

on the day of arrival - Total price for the first night's stay

Last Minute, pre-paid and non-refundable rates/offers

For those special rates and offers there is no possibility of a cancellation free of charge. The payment for the whole booked stay has to be made at the time of making the reservation and is then not refundable anymore. Therefore we recommend to contract travel insurance.

Liability:

The hotel will endeavour to ensure that wake-up calls ordered are made punctually, that messages are delivered punctually and accurately and that consignments of goods of all kinds are delivered. The hotel will, however, only incur liability as a result of providing such services in the event of gross negligence on the part of the hotel or its employees. Lost property, especially articles belonging to the guest which are left behind in the room (unless these are obviously of no value), will only be forwarded at the guest's request, risk and expense. Lost property will be kept for a period of one year, at the end of which it will be regarded as unclaimed. The hotel may therefore dispose of such articles, or destroy them, at its discretion at the end of this one-year period. The hotel will only be liable for damage to a guest's property if it occurs on the hotel premises and if there has been gross negligence on the part of the hotel or its employees.

The hotel will only be liable for articles brought onto its premises up to the statutory maximum amount. It may refuse to take valuables, money or securities into safekeeping if the articles in question are of considerably greater value than those which guests ordinarily entrust to the hotel for safekeeping. Valuables must also be deposited in the room safes; otherwise, the hotel declines responsibility.

If a parking space is made available to the guest at the hotel area or elsewhere, whether paid for or not, this does not constitute a safekeeping agreement. The hotel is not obliged to superintend or monitor vehicles. No liability can therefore be accepted for parked vehicles.

The hotel will only be liable, in respect of consumers' vehicles, for damage to the vehicle due either to a defect in the parking space which already existed at the time when it was made available or, demonstrably, to malice aforethought or gross negligence on the part of the hotel or its employees. No liability can be accepted for articles left in vehicles.

General:

Subletting, as well as the use of hotel rooms for any purposes other than personal accommodation, requires the prior written consent of the hotel.

Any extension of the guest's stay requires the consent of the accommodation provider (hotel).

For damages in rooms or in the hotel area done by a hotel guest, the guest is fully responsible and has to pay for that.

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For a lost room key we charge € 45,- per key.

The place of performance and sole place of jurisdiction for all disputes arising out of the agreement to provide accommodation is – insofar as this is permissible (under Art. 14 of the Consumer Protection Act) – Vienna in Austria.
Austrian law alone applies.