

General Terms and Conditions for the Quellenhotel & Spa** Heiltherme Bad Waltersdorf (GTC) Valid after Dec. 2010**

§ 1 Scope of Application

- 1.1 These GTC apply to bookings of stays at the Quellenhotel & Spa**** Heiltherme Bad Waltersdorf, Thermenstraße 111, 8271 Bad Waltersdorf, henceforth referred to as „Quellenhotel“.

§ 2 Contracting Party

- 2.1 Contracting Party or Guest means a domestic or foreign natural person that uses accommodation in the Quellenhotel. Usually, the Guest is also the Party. Guests also include those persons that are accommodated together with such Party (e.g. family members, friends etc.). In case of doubt, the purchaser is regarded as the Contracting Party, even if he placed his order with or for other persons specified in name.

§ 3 Conclusion of contract, down payment

- 3.1 The Accommodation Agreement shall be deemed entered into upon the acceptance by the Quellenhotel of the Party's order, in writing or orally. (/by phone??)
- 3.2 The Quellenhotel will have the right to enter into the Accommodation Agreement under the condition that the Party makes a down payment. In such event, the Quellenhotel shall be obliged to inform the Party of the required down payment before accepting the written or oral order of the Party. If the Party agrees to the down payment (in writing or orally), the Accommodation Agreement shall be deemed entered into (upon the receipt of the Party's declaration of consent on the down payment) by the Quellenhotel.
- 3.3 In case of online booking, a down payment of 25% of the agreed price (accommodation with half board or package deal) including value-added tax (VAT), excluding local tax will become due to be made by credit card (VISA, Mastercard, Diners Club). After successful completion of the payment transaction, a confirmation of the reservation will be displayed on the screen and can be printed out. Furthermore, the customer will receive a confirmation of reservation per email.
- 3.4 The Accommodation Agreement for online booking shall be deemed entered into upon the receipt of the confirmation of reservation per email by the Contracting Party.
- 3.5 Online Booking: It may happen that due to incorrect submission of the email address or technical issues the Contracting Party does not receive a confirmation of reservation. In this case, it is recommended to contact the Quellenhotel either per phone or in writing. Free booking hotline throughout Austria: 0800/205308; or +43 3333/500-0, or office@quellenhotel.at.
- 3.6 The purchase of a travel insurance is recommended. Insurance partner of the Quellenhotel is Europäische Reiseversicherung AG, 1220 Wien, Kratochwilestr. 4.
- 3.7 The down payment shall be deemed an instalment of the agreed remuneration.

§ 4 Start and End of the accommodation

- 4.1 The Accommodation Agreement shall be concluded for a specific time by entering the date of arrival and duration of stay in the booking mask.
- 4.2 Unless the Proprietor offers any other time of occupancy, the Party shall be entitled to move into the rented rooms from 3.00 p.m. on the agreed date („date of arrival“).
- 4.3 If a room is occupied for the first time before 6.00 a.m., the preceding night shall be deemed the first night of accommodation.
- 4.4 The rented rooms shall be vacated by the Party by 12.00 noon on the date of departure. The Quellenhotel shall be entitled to charge another day if the rented rooms are not vacated in time. Subject to availability and against surcharge, a Late-Check-Out until 6.00 p.m. may be agreed upon with the hotel reception on the day of departure.

§ 5 Rescission of the Accommodation Agreement – Cancellation fee

Rescission by the Quellenhotel

- 5.1 If the guest fails to arrive by 6.00 p.m. on the agreed date of arrival, the Quellenhotel shall not be obliged to accommodate them unless a later time of arrival has been agreed upon. The rooms shall be deemed reserved until 12.00 noon on the day following the date of arrival at the latest. If a down payment to the amount of more than four days has been made, the obligation to accommodate the Guest shall end on 6.00 p.m. on the fourth day, the date of arrival being deemed the first day, unless the Guest informs the Quellenhotel of a later date of arrival.
- 5.2 Unless otherwise agreed upon, the Quellenhotel may rescind the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration by 3 months before the agreed date of arrival of the Party. In this case, the paid down payment shall be refund to the Contracting Party.

Rescission by the Party – Cancellation fee

- 5.3 The Party may rescind the Accommodation Agreement by means of a unilateral declaration by 3 months before the agreed date of arrival of the guest without being liable to pay a cancellation fee.
- 5.4 Outside the period specified in § 5.3, the Party may only rescind the Accommodation Agreement by means of a unilateral declaration subject to the following cancellation fees:

- 40% of the total agreed price by 1 month before the date of arrival;
- 70% of the total agreed price by 1 week before the date of arrival;
- 90% of the total agreed price within the last week preceding the date of arrival.

3 months or more	3 months to 1 month	1 month to 1 week	up to 1 week
no cancellation fee	40%	70%	90,00%

Prevention from arrival

- 5.5 If the Party is prevented from arriving at the Quellenhotel on the date of arrival since this is impossible due to unforeseeable extraordinary events (e.g. extreme snowfall, floods, etc.), the Party shall not be obliged to pay the agreed remuneration for the date of arrival.
- 5.6 The obligation to pay the remuneration for the booked stay shall revive as soon as the arrival becomes possible again provided that it becomes possible within three days.

§ 6 Provision of substitute accommodation

- 6.1 The Quellenhotel may provide the Party or the guests with adequate substitute accommodation (of the same quality), provided that this is reasonable for the Party, particularly if the difference is insignificant and objectively justified.
- 6.2 An objective justification shall, for example, be deemed given if the room(s) has (have) become unusable, guests that have already been accommodated prolong their stay or due to other important operational activities.
- 6.3 Any extra expenses arising from such substitute accommodation shall be paid by the Quellenhotel.

§ 7 Rights of the Party

- 7.1 By entering into an Accommodation Agreement, the Party shall acquire the right to make normal use of the rented rooms and the facilities of the Quellenhotel that are usually accessible to the guests for use without any special conditions and of the usual service. The Party shall exercise their rights in accordance with any applicable hotel and/or guest regulations (rules of the house).

§ 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 any applicable VAT by the date of departure at the latest.
- 8.2 The Quellenhotel shall not be obliged to accept foreign currencies. If the Quellenhotel accepts foreign currencies, such shall be accepted at the current rate of exchange if possible.

The Quellenhotel accepts cashless means of payment, like credit cards (VISA, Mastercard, Diners Club and American Express) and vouchers (e.g. of Heiltherme Bad Waltersdorf, Steirisches Thermenland, Tourismusverband Bad Waltersdorf and other cooperation partners).

- 8.3 The Party shall be liable towards the Quellenhotel for any damage caused by themselves or the Guest or any other persons that receive services of the Quellenhotel with the knowledge or in accordance with the intention of the Party.

§ 9 Rights of the Quellenhotel

- 9.1 If the Party refuses to pay or is in arrears with the agreed remuneration, the Quellenhotel shall be entitled to make use of retention in accordance with § 970c of ABGB (Austrian Civil Code) and the legal right of lien in accordance with § 1101 of ABGB with respect to the items brought along by the Party or the Guest. Furthermore, the Quellenhotel shall be entitled to make use of this right of retention or lien in order to secure its claims under the Accommodation Agreement, particularly for catering, other expenses made for the Party and for any kind of compensation claims (damage claims).
- 9.2 If services are requested in the room of the Party or during unusual times of the day (after 8.00 p.m. and before 6.00 a.m.), the Quellenhotel shall be entitled to charge an extra remuneration. However, such extra remuneration shall be indicated on the price board for the room. The Quellenhotel may also refuse such services for operational reasons.
- 9.3 The Quellenhotel shall be entitled to issue invoices or interim invoices for its services at any time.

§ 10 Obligations of the Quellenhotel

- 10.1 The Quellenhotel shall be obliged to provide the agreed services to an extent that complies with its standards.
- 10.2 Extra services of the Quellenhotel that must be indicated accordingly since they are not included in the accommodation remuneration shall, by way of example, include:
 - a) Extra services that may be invoiced separately by the Quellenhotel, such as the provision of garages, seminar rooms, services of the Styrian Spa, etc.
 - b) A reduced price shall be charged for the provision of additional beds or cribs.

§ 11 Liability of the Quellenhotel for damage to items of guests

- 11.1 The Quellenhotel shall be liable for items brought along by the Party in accordance with §§ 970 ss of ABGB. The Quellenhotel shall only be liable if the items have been handed over to the Quellenhotel or the persons authorised by the Quellenhotel or deposited in a place assigned by such or intended for such purpose. Unless the Quellenhotel provides other evidence, the Quellenhotel shall be liable for its own fault or the fault of its vicarious agents and visitors. In accordance with § 970 sec. 1 of ABGB the Quellenhotel shall only be liable up to the amount specified in the Austrian law on the liability of landlords and other entrepreneurs of 16th November 1921 (*Bundesgesetz über die Haftung der Gastwirte und anderer Unternehmer*) as amended. If the Party or the Guest fails to immediately comply with the Quellenhotel's request to deposit their items in a special deposit, the Quellenhotel shall be released from any liability. The amount of any liability of the Quellenhotel shall be limited to a maximum of the sum insured under the third-party liability insurance of the Quellenhotel. Any fault of the Party or Guest shall be taken into account.
- 11.2 The Quellenhotel may not be held liable for slight negligence. If the Party is an Entrepreneur, the Quellenhotel may neither be held liable for gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential or indirect damage and no loss of profit shall be reimbursed.
- 11.3 The Quellenhotel shall only be liable for valuables, money and securities up to an amount of currently € 550,--. The Quellenhotel shall only be liable for any exceeding damage in the event it has accepted such items for deposition knowing their quality 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 accordingly.

- 11.4 The Quellenhotel may refuse to deposit valuables, money and securities if the items are significantly more valuable than those usually handed over for deposit by the guests of the Quellenhotel.
- 11.5 In each event of deposit, liability shall be excluded if the Party and/or Guest fails to immediately notify the Quellenhotel of the occurred damage. Furthermore, such claims shall be asserted in court within three years from their knowledge or possible knowledge to the Party and/or Guest; otherwise, the right shall become extinct.

§ 12 Limits of liability

- 12.1 If the Party is a Consumer, the Quellenhotel may not be held liable for slight negligence, except for bodily injury.
- 12.2 If the Party is an Entrepreneur, the Quellenhotel may not be held liable for slight or gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential, non-material or indirect damage and no loss of profit shall be reimbursed. The damage to be reimbursed shall at any case be limited to the amount of the damage incurred because the Party has relied on the validity of the agreement (*Vertrauensinteresse*).

§ 13 Animals

- 13.1 Animals shall not be permitted to enter the Quellenhotel.

§ 14 Prolongation of the accommodation

- 14.1 The Party may not claim for a prolongation of their stay. If the Party informs the Quellenhotel in time that they intend to prolong their stay, the Quellenhotel may consent to a prolongation of the Accommodation Agreement. However, the Quellenhotel shall not be obliged to do so.
- 14.2 If the Party is prevented from leaving the Quellenhotel on the date of departure since all ways of travel are blocked or unusable due to unforeseeable extraordinary events (e.g. extreme snowfall, floods, etc.), the Accommodation Agreement shall automatically be renewed for the duration of such prevention from departure. The remuneration to be paid for this period may only be reduced if the Party is unable to fully use the offered services of the Quellenhotel due to the extraordinary weather conditions. The Quellenhotel shall be entitled to charge as a minimum the remuneration corresponding to the price usually charged in the low season.

§ 15 Termination of the Accommodation Agreement – Early cancellation

- 15.1 If the Accommodation Agreement has been made for a definite term, it shall end upon the expiry of such term.
- 15.2 If the Party leaves prematurely, the Quellenhotel shall be entitled to charge the total agreed remuneration. The Quellenhotel shall deduct anything saved due to the failure to use its scope of services or maintained by letting the booked rooms to other guests.

Such savings shall only be deemed to exist if the capacities of the Quellenhotel are fully used upon the Guest's failure to use the booked rooms and the room can be let to other guests due to the cancellation by the Party. The burden of proof to show that savings have been made shall lie with the Party.

- 15.3 Upon the death of a Guest, the Agreement with the Quellenhotel shall become extinct.
- 15.4 If the Accommodation Agreement has been made for an indefinite term, the Parties may terminate the Agreement by 10.00 a.m. of the third day preceding the intended end of Agreement.
- 15.5 The Quellenhotel shall be entitled to terminate the Accommodation Agreement with immediate effect for important reasons, particularly if the Party and/or Guest
 - a) makes significantly adverse use of the rooms or makes their stay intolerable for other guests, the owner, its vicarious agents or the third parties staying at the Quellenhotel due to ruthless, offensive or otherwise highly improper conduct or commits an act against property, morality or physical safety towards these persons that is subject to penalty.
 - b) suffers of 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 with a reasonably set period (3 days).
- 15.6 If the performance of the Agreement becomes impossible due to circumstances to be deemed events of force majeure (e.g. acts of God, strike, lockout, official orders, etc.), the Quellenhotel may terminate the Accommodation Agreement at any time without giving prior notice unless the Agreement is already deemed terminated under the law or the Quellenhotel of its obligation to accommodate the Party. Any claims for damages etc. by the Party shall be excluded.

§ 16 Sickness or death of the Guest

- 16.1 If a Guest gets sick during their stay at the Quellenhotel, the Quellenhotel shall arrange for medical care at the request of the Guest. In the event of imminent danger, the Quellenhotel shall arrange for medical care even without 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 unable to make decisions or it is not possible to contact the family of the Guest, the Quellenhotel shall arrange for medical care at the expense of the Guest. However, the extent of such care shall end as soon as the Guest is able to make decisions or their family has been informed about the sickness.
- 16.3 The Quellenhotel shall particularly be entitled to damages from the Party or the Guest or, in the event of their death, their successors for the following expenses:
 - a) unsettled medical costs, costs for ambulance transports, drugs and medical aids
 - b) room disinfections that have become necessary,
 - c) linen, bed sheets and bed furnishing that have become unusable, or otherwise the disinfection of thorough cleaning of all of these items,
 - d) restoration of walls, furniture, carpets etc. if such have been contaminated or damaged in relation with the sickness or death,

e) rent for the room, provided that it has been occupied by the Guest, plus any days during which the rooms are unusable due to disinfection, vacation etc.,

f) for any other damage incurred by the Quellenhotel.

§ 17 Place of performance, place of jurisdiction and applicable law

- 17.1 The place of performance shall be Bad Waltersdorf, Thermenstrasse 111.
- 17.2 These Terms and Conditions shall be governed by Austrian adjective and substantial law under exclusion of the provisions of international private law (particularly IPRG [*Austrian act on international private law*]) and the Rome Convention of 1980 (*Convention on the Law Applicable to Contractual Obligations*) and the UN Sales Convention.
- 17.3 If the Party is an Entrepreneur, the exclusive place of jurisdiction shall be the domicile of the Quellenhotel; however, the Quellenhotel shall also be entitled to assert its rights before any other court that is competent for the location and matter.
- 17.4 If the Accommodation Agreement has been made with a Party that is a Consumer who has their 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.
- 17.5 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.

§ 18 Miscellaneous

- 18.1 If any gaps arise in relation with the Agreement, the applicable legal provisions shall apply.

Source: Austrian Hotel Contract Conditions (ÖHVB), complimented by special agreements for online booking on the homepage of Quellenhotel & Spa**** Heiltherme Bad Waltersdorf.

Information according to e-Commerce law.

Provider identification:

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Firmenbuch FN 14377 V, LG Graz, DVR-Nr. 0746517