

Terms of Contract:

The **Austrian Hotel Contract Terms (ÖHVB)** apply to the accommodation contract along with special terms and conditions.

Extract from the Austrian Hotel Contract Terms (ÖHVB)

1. Beginning and End of Accommodation Period

(1) Beginning of Accommodation Period: see Special Terms and Conditions, Item 1

(2) The accommodation provider has the right to withdraw from the contract in the event that the guest does not appear by 6 pm on the agreed date of arrival, unless a later time of arrival has been arranged.

(3) If the guest has made a down payment, however, the room(s) will remain reserved until 12 noon the following day at the latest.

(4) If a room is used for the first time before 6 am, the previous night will be regarded as the first night of accommodation.

(5) The guest must vacate all rented rooms by 12 noon on the day of departure.

2. Pets

(1) Pets may only be brought into the accommodation area once authorization has been given and upon payment of a special charge. Pets may not be taken into the salons, social rooms and dining areas.

(2) In accordance with the legal regulations applicable to pet owners (Art. 1320 ABGB), guests will be held liable for any damage caused by their pets.

3. Extension of Accommodation

If guests wish to extend their stay, approval to this effect is required from the accommodation provider.

4. Place of Fulfilment and Jurisdiction

(1) The place of fulfilment is the place in which the accommodation business is located.

(2) It is agreed that the court which is responsible for the accommodation business both geographically and as regards the subject matter shall be called upon to settle all disputes arising from the accommodation contract, unless

a) the guest, as a consumer, has a place of residence or place of employment within Austria, in which case the place of jurisdiction shall be the place listed by the guest when registering or,

b) the guest, as a consumer, only has a place of employment within Austria, in which case this place shall be the place of jurisdiction.

Special Terms and Conditions

1. Beginning and End of Accommodation Period

Beginning of accommodation period: the guest is entitled to move into the rented rooms by 3 pm on the agreed day.

2. Contract Partners

The party ordering, as well as the persons for whom he or she has placed an order or joint order, shall be regarded as parties to the contract and therefore liable to pay.

3. Withdrawal from Accommodation Contract

(1) If written cancellation is received at the latest within 30 days of the date of arrival, the down payment made by the guest will be refunded in full and no cancellation fee will be charged to the guest by the accommodation provider.

(2) If cancellation is made within 30 days of the date of arrival, the down payment will be forfeited in full to the benefit of the accommodation provider.

(3) If a guest does not make any use at all of the reserved rooms or board for whatever reason, he/she is still liable to pay the accommodation provider the agreed sum minus a flat rate for non-use of the rooms/board of € 30 per adult (aged 14 and over) and € 15 per child (under 14 years) per day. The accommodation provider is entitled to offset a down payment already made with his/her repayment claim.

4. Realization of the Accommodation Contract

The accommodation contract is only then considered to have come into effect once a down payment of € 330 per person has been paid no later than 30 days prior to the date of arrival into the account of Hotel Plattenhof, Account No. 0200 042 018 with Sparkasse Lech, Branch Code 20607, IBAN Code SSBLAT21, BIC Code SSBLAT21.

If there is a delay in the receipt of the down payment, the accommodation contract only comes into effect if the accommodation provider does not return the down payment to the guest within 6 days at the latest (date of transfer authoritative).

5. Late Arrival or Premature Departure

In the event of late arrival or early departure for any reason, the guest is obliged to pay the full agreed sum minus a flat rate of € 30 per adult (aged 14 years and over) and € 15 per child (aged under 14) per day for the non-utilization of the rooms and/or board. The accommodation provider is entitled to offset down payments that have already been made with his/her own remuneration claims.

The right of the accommodation provider to withdraw from the contract in the event that the guest does not appear by 6 pm on the agreed date of arrival – with a down payment made to cover the period up to 12 noon the following day – is not affected by this.

6. Credit Cards / EC Cards

Credit cards are accepted with certain provisos. Eurocard, Mastercard, Visa and EC Card only for Austria, Germany and the Netherlands (Hobex)

7. Liability of the Accommodation Provider for Damage

Provided that the legal prerequisites exist, the accommodation provider will only be held liable for guests' property brought into the hotel to a maximum sum of € 200 and € 100 for valuables, money and securities, unless such items were handed over to the accommodation provider separately for safekeeping.

8. End of Accommodation Period

If the accommodation contract has been agreed upon for a specific period, it ends with the expiry of this period. If the guest does not vacate his/her room by 12 noon at the latest, the accommodation provider is entitled to charge the room price for one more day.

The accommodation contract is concluded under the Austrian Hotel Contract Terms (ÖHVB) and special conditions. The place of jurisdiction is Bludenz. Hotel Plattenhof Rudolf & Karin Schneider Ges.m.b.H & Co KG, Company Registration Number: 14886t