

## TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS

### 1. SCOPE OF APPLICABILITY

- 1.1 These terms and conditions govern contracts for the rental use of hotel rooms and apartments for lodging purposes, as well as all other goods and services rendered by the hotel to the customer in this context (Hotel Accommodation Contract).
- 1.2 The hotel's prior written consent is required if rooms provided are to be sublet or rented to a third party or used for purposes other than lodging.
- 1.3 The customer's general terms and conditions shall apply only if these are previously expressly agreed.
- 1.4. The customer can access and download the current version of these General Terms and Conditions at the website [www.discoverasr.com](http://www.discoverasr.com).

### 2. CONCLUSION OF CONTRACT, PARTIES

- 2.1 The contracting parties are Ascott Hospitality Management AU GmbH or Ascott Hospitality Management GmbH, Hegelgasse 13 1010 Vienna AUSTRIA (hereinafter the "Hotel") and the customer. The contract shall come into force upon the Hotel's acceptance of the customer's offer. At its discretion, the Hotel may confirm the room reservation in text form.
- 2.2 These General Terms and Conditions apply to contracts concluded between the hotel and a customer via the hotel's website, by telephone or directly at the hotel's premises.
- 2.3 A contract between the customer and the hotel is concluded via the hotel's website as follows:

As part of the customer's booking request to the hotel, the customer enters their personal data (first name and surname etc), contact information (e-mail address and telephone number) and credit card information on the hotel's booking platform [www.discoverars.com](http://www.discoverars.com). At the end of the inquiry process on the booking platform, the relevant information is summarized again for the customer on the control page. The booking request is only sent to the hotel once the accuracy of the information has been confirmed. The hotel sends the customer a confirmation of receipt immediately after receiving the booking request. This does not constitute a binding acceptance of the booking request.

The contract only becomes effective when the booking confirmation is sent to the customer.

- 2.4 A contract between the customer as a consumer and the hotel is concluded by telephone as follows:

As part of a telephone booking request made by the customer to the hotel, the hotel must provide the customer with the following information:

- the main characteristics of the services provided by the hotel;
- the name, address, telephone number and e-mail address of the hotel;
- the total price of the reservation, including taxes and fees; and
- the duration of the contract.

In addition, the hotel shall inform the customer by telephone that these Terms and Conditions will become part of the contract. These Terms and Conditions shall be made available to the Customer on a durable medium no later than upon the customer's arrival.

After verbal confirmation of the elements of the contract by the customer and reconfirmation by the hotel, the contract is concluded.

2.5 A direct contract between the customer as a consumer and the hotel on the hotel's business premises shall be formed as follows:

In the event of a booking request from the customer to the hotel on the hotel's business premises, the following information will be provided to the customer prior to the conclusion of the contract:

- the main characteristics of the services provided by the hotel;
- the name of the hotel, its address, telephone number and e-mail address;
- the total price of the reservation, including taxes and fees; and
- the terms of payment and the duration of the contract.

In addition, the hotel shall inform the customer that these Terms and Conditions form an integral part of the contract and shall make them available to the customer on a durable medium.

The contract shall be concluded by the customer's verbal or written confirmation to the hotel of the terms of the contract.

2.6 These General Terms and Conditions also apply to contracts concluded between the hotel and a customer who is a company. This also applies to contracts in connection with the conclusion of distribution agreements. The contract between the hotel and the customer is concluded by any declaration or action of the customer aimed at the conclusion of the contract after receipt of an offer from the hotel.

2.7 These General Terms and Conditions can be separately transmitted to the customer with the booking confirmation.

### 3. SERVICES, PRICES, PAYMENT, SET-OFF

3.1 The Hotel shall keep available the rooms reserved by the customer and render the agreed services.

- 3.2 The hotel may provide the customer with an adequate substitute service (of the same quality) if this is reasonable for the customer, in particular if the difference is minor and objectively justified. An objective reason exists, for example, if the room(s) has/have become unusable, guests who have already been accommodated extend their stay, the establishment is overbooked, or this becomes necessary due to other important operational activities. The reasonable additional costs arising from such replacement accommodation shall be borne by the hotel.
- 3.3 The customer shall pay the agreed or applicable prices for rooms provided and for other services ordered no later than the day of departure. This shall not only apply to services the customer ordered directly by but also for services ordered via the Hotel, which a third party provides and the Hotel disburses. The agreed prices include all taxes and local taxes in effect at the time of the conclusion of contract. This does not include locally levied taxes, which are owed by the guest himself according to the particular municipal law, such as visitor's tax.
- 3.4 If the statutory value added tax is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if four months have passed between the conclusion and fulfillment of the contract.
- 3.5 The Hotel can make its consent to the customer's later request for a reduction of the number of reserved rooms, services of the hotel or the customer's length of stay dependent on the increase of the price for the rooms and/or for the other services.
- 3.6 Hotel invoices not stating a due date shall be payable in full within 14 days of receipt of the invoice. The Hotel shall have the right to demand immediate payment of due debt from the customer. If the customer is in default of payment, the hotel is entitled to charge consumers interest on arrears at the rate of 4% per annum. With regard to customers who are not consumers, the relevant statutory rules concerning the consequences of default of payment shall apply. The Hotel reserves the right to prove greater damage.
- 3.7 The Hotel shall be entitled to request a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form in the contract. The statutory provisions shall remain unaffected with respect to advance payments or a security for package tours. In the event of late payment by a customer who is a consumer, the hotel has the right to withdraw from the contract after setting a reasonable grace period. If the hotel has already rendered its service, it may charge consumers default interest in the amount of 4% per annum. For customers who are not consumers, the relevant statutory rules concerning the consequences of default of payment shall apply.
- 3.8 The hotel shall be entitled in justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, also after the conclusion of the contract up to the commencement of the stay, to demand an advance payment or a security within the meaning of the above-mentioned No. 3.7 or an increase of the advance

payment or a security agreed in the contract up to the total agreed remuneration, if the customer is not a consumer.

- 3.9 Furthermore, the Hotel shall be entitled to demand from customers who are not consumers, at the commencement and during the customer's stay, a reasonable advance payment or security deposit within the meaning of the above-mentioned No. 3.7 for existing and future accounts receivable from the contract, insofar as such has not already been paid pursuant to the above-mentioned No. 3.7 and/or No. 3.8.
- 3.10 The customer may only set-off, reduce or clear a claim by the Hotel with a claim which is undisputed or decided with final, res judicata effect.
- 3.11 The hotel is authorised to conclude the contract on the condition that the customer makes a down payment. In this case, the hotel is obliged to inform the customer of the required deposit before accepting the customer's written or verbal booking. If the customer agrees to the down payment (in writing or verbally), the contract is concluded upon receipt of the customer's declaration of consent to the down payment by the hotel.
- 3.12 The customer is obliged to pay the deposit no later than 7 days (receipt) before the stay. The transfer fees are to be borne by the customer.
- 3.13 The deposit is deemed to be a partial amount of the agreed remuneration.
- 3.14 The hotel is not obliged to accept foreign currencies. If the hotel accepts foreign currencies, these will be accepted at the current exchange rate where possible. If the hotel accepts foreign currencies or cashless means of payment, the customer shall bear the associated costs, e.g. for enquiries with credit card companies, telegrams, etc.
- 3.15 If the customer refuses to pay or is in arrears with the agreed payment, the hotel is entitled to exercise the statutory right of retention pursuant to § 970c ABGB and the statutory right of lien pursuant to § 1101 ABGB on the items brought by the customer. Furthermore, the hotel is entitled to make use of this right of retention or lien to secure its claims arising from the contract, in particular for catering, for other expenses incurred for the contractual partner and for claims for damages of any kind.
- 3.16 If services are utilised in the customer's room or at unusual times of day (after 8 p.m. and before 6 a.m.), the hotel is entitled to charge an additional fee. However, this additional charge must be shown on the price list for the room. The hotel may also refuse these services for operational reasons.

#### 4. WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT)/

- 4.1 The customer may withdraw from the contract by unilateral declaration up to three months before the agreed arrival date of the customer without having to pay a cancellation fee. The customer, can only withdraw from the contract concluded with the hotel, if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists or if the Hotel gives its explicit consent to the

withdrawal. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract should be made in text form.

4.2 The consumer has no statutory right of withdrawal in the case of contracts concluded with the hotel via distance selling (e.g. telephone or online) and which provide services in the areas of accommodation other than for residential purposes, transportation of goods, rental of motor vehicles and delivery of food and beverages and services provided in connection with leisure activities, provided that a specific time or period is contractually stipulated for the performance of the contract by the entrepreneur.

4.3 Insofar as the hotel and customer have agreed upon a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the Hotel. The customer's right of withdrawal shall expire if he does not exercise his right of withdrawal vis-a-vis the Hotel by the agreed date.

4.4 If a contractual right of withdrawal was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and the Hotel does not consent to the cancellation of the contract, the agreed hotel services shall be paid regardless of whether the customer avails himself of the contractual services according to the following conditions:

In case of a stay of up to 6 nights, unless the cancellation has been declared until midnight local time on the day before the scheduled arrival day, the Hotel is entitled to claim the price for one night;

In case of a stay of between 7 and 29 nights, unless the cancellation has been declared until four days prior to the scheduled arrival day, the Hotel is entitled to claim the price for one night;

In case of a stay of at least 30 nights, unless the cancellation has been declared until seven days prior to the scheduled arrival day, the Hotel is entitled to claim the price for seven nights;

The hotel must credit the income from renting the rooms to other parties as well as for saved expenses. The customer is entitled to prove that the above-mentioned claim does not exist at all or only in a lower amount.

4.5 The preceding conditions shall apply, mutatis mutandis, for any alterations to reservations. especially for reductions of booked stays.

4.6 If the customer cannot arrive at the accommodation establishment on the day of arrival because this is not possible due to unforeseeable extraordinary events (e.g. extreme snowfall, flooding, etc.), the customer is not obliged to pay the agreed fee for the day of arrival. The obligation to pay the fee for the booked stay shall be revived as soon as arrival is possible again, provided it is possible within three days.

5. WITHDRAWAL OF THE HOTEL

- 5.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the Hotel is also entitled to withdraw from the contract during this period if it receives any inquiries from other customers regarding the contractually reserved rooms and the customer, upon inquiry by the hotel setting a reasonable deadline, does not waive his right of withdrawal. This does not apply to contracts between the hotel and a consumer.
- 5.2 Unless otherwise agreed, the hotel may unilaterally withdraw from the contract for objectively justified reasons (e.g. impossibility of performance for a reason beyond the entrepreneur's control) up to three months before the agreed date of arrival of the customer.
- 5.3 If an agreed advance payment, a depositor a security demanded pursuant to No. 3.7 and/or No. 3.8 is not made even after a reasonable grace period set by the Hotel has expired, the Hotel is likewise entitled to withdraw from the contract without setting a further extension.
- 5.4 Moreover, the Hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if:
- force majeure or other circumstances beyond the hotel's control render the fulfillment of the contract impossible;
  - rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
  - the Hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
  - the purpose or the cause of the stay is illegal;
  - there is a breach of the above-mentioned No. 1.2;
  - the customer does not arrive by 6.00 p.m. on the agreed day of arrival, unless a later arrival time has been agreed.
- 5.5 The justified withdrawal by the Hotel constitutes no claims for damages for the customer.
6. ROOM AVAILABILITY, DELIVERY AND RETURN
- 6.1 The customer does not acquire the right to be provided specific rooms unless this has been explicitly agreed.
- 6.2 Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
- 6.3 If a room is occupied for the first time before 6.00 a.m., the previous night counts as the first overnight stay.

6.4 Rooms must be vacated and made available to the hotel no later than 12:00 a.m. on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50% of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m. (after 6:00 p.m.: 90%). Contractual claims of the customer shall not be established hereby. The customer is at liberty to prove that the hotel has no or a much lower claim for charges for use of the room.

## 7. LIABILITY OF THE HOTEL

7.1 The Hotel is liable for harm culpably inflicted on life, limb and physical health. Further it is liable for other damage caused with intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. The hotel's liability for slight negligence is excluded. If the customer is an entrepreneur, the hotel shall also not be liable for gross negligence. In this case, the customer shall bear the burden of proof for fault. Consequential damage, indirect damage and loss of profit shall not be compensated. A breach of obligation of the Hotel is deemed to be the equivalent to a breach or a statutory representative or vicarious agent. All other claims for damages are excluded unless stipulated differently in this No. 7.

7.2 Should disruptions or defects in the performance of the hotel occur, the Hotel shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum.

7.3 The hotel is liable to the customer for items brought into the hotel in accordance with the statutory provisions pursuant to §§ 970 ff ABGB. The hotel shall only be liable if the items were handed over to the hotel or persons authorised by the hotel or deposited in a place designated or intended for this purpose by the hotel. Unless the hotel proves otherwise, the hotel shall be liable for its own fault or the fault of its vicarious agents and visitors. Pursuant to § 970 para. 1 ABGB, the hotel shall only be liable up to the amount stipulated in the Federal Law on the Liability of Innkeepers and Other Entrepreneurs of 16 November 1921, as amended. If the customer does not immediately comply with the hotel's request to deposit his/her belongings in a special deposit, the hotel shall be released from any liability. The amount of any liability of the hotel is limited to a maximum of the sum insured under the customer's liability insurance. Any fault on the part of the customer shall be taken into account. It recommends the use of the hotel or room safe. If the guest wishes to bring with him money, securities, stocks, bonds or valuables with a value exceeding 550 EUR, a separate safekeeping agreement shall be required. If the customer does not immediately comply with the hotel's request to deposit his/her belongings in a special deposit, the hotel shall be released from any liability. The amount of any liability of the hotel is limited to a maximum of the sum insured under the customer's liability insurance. Any fault on the part of the customer shall be taken into account.

7.4 The hotel may refuse to accept the deposit of valuables, money and securities if the items in question are significantly more valuable than those usually handed over for deposit by the guests of the accommodation establishment.

7.5 Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is charged. The Hotel only assumes liability for loss of or damage to motor vehicles parked or maneuvered on the Hotel's property and the contents thereof only pursuant to the preceding No. 7.1.

7.6 Wake-up calls are carried out by the hotel with the greatest possible diligence.

Messages, mail, and merchandise deliveries for guests shall be handled with care. The hotel will deliver, hold, and, for a fee, forward such items (on request).

The hotel, however, shall only be liable according to the preceding No. 7.

## 8. PETS

8.1 Pets may only be brought into the accommodation establishment with the prior consent of the hotel and for a separate charge.

8.2 The customer who brings a pet is obliged to keep and/or supervise it properly during their stay or to have it kept and/or supervised by a qualified third party at their own expense.

8.3 The customer bringing an pet must have appropriate animal liability insurance and/or personal liability insurance covering damage caused by pets. Proof of such insurance must be presented to the hotel upon request.

8.4 The customer or his insurance company is liable to the hotel as joint and several debtor for all damage caused by the pets brought along. In particular, this damage shall also include any compensation to be paid by the accommodation provider to third parties.

## 9. FINAL PROVISIONS

9.1 Amendments and supplements to the contract, the acceptance of offers or these general terms and conditions should be made in writing. Unilateral amendments or supplements by the customer are invalid.

9.2 The contract between the hotel and the customer and these General Terms and Conditions are concluded and apply exclusively in German. The versions in other languages are for information purposes only.

9.3 For commercial transactions the place of performance and payment as well as, in the event of litigation - including disputes on checks and bills of exchange - the exclusive court of jurisdiction shall be Vienna, Austria. The same shall apply if the customer does not have a place of general jurisdiction in Vienna, Austria.

9.4 This contract shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws

rules of private international law. In the event of disputes arising from this contract, the contracting parties agree that the competent court for Vienna Innere-Stadt shall have jurisdiction. For consumers, this choice of law only applies insofar as no mandatory provisions of the law of the country in which the customer has his habitual residence apply.

- 9.5 The European Commission offers a platform for online dispute settlement which you find under <http://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for the settlement of your dispute.
- 9.6 Should any individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. This does not apply to contracts with consumers. In the event that one of these provisions is ineffective, invalid or unenforceable, the contracting parties shall be deemed to have agreed on a provision that comes as close as possible to the economic result of this provision and is not ineffective, invalid or unenforceable. In contracts with consumers, the ineffectiveness, invalidity or unenforceability of the clause must not put the consumer in a legally weaker position than the original clause.