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General terms and conditions

Fesenmayr Ltd. - Germania hotel . restaurant, Am Steinenbach 9, A-6900 Bregenz

§ 1 General terms and conditions

This accommodation contract is based on the Austrian Hotel Contract Conditions (ÖHVB). Insofar as the following special agreements compete with the ÖHVB, the General Terms and Conditions of Germania hotel take precedence over the ÖHVB.

§ 2 Contract partner

- 1) The accommodation company: Fesenmayr GmbH- Germania hotel . restaurant - Am Steinenbach 9, 6900 Bregenz hereinafter referred to as the "hotel" or "tourist accommodation establishment".
- 2) In case of doubt, the Party Ordering shall be deemed to be the contractual partner of the Proprietor, even if he has ordered or co-ordered for other persons mentioned by name.

§ 3 Conclusion of Contract

- 1) The accommodation contract is concluded by the acceptance of the written or oral order of the guest by the accommodation provider.
- 2) The contract is concluded on the basis of these terms and conditions as soon as the room(s), areas, other deliveries and services are ordered and confirmed.

§ 4 Arrival and Departure

- 1) Unless otherwise agreed in writing, check in time is not possible before 2 pm on the day of arrival and check out time must be before 11 am on the day of departure.
- 2) In case of a planned departure after 11 am the guest should inform the reception team. If the hotel agrees, 25.00 EUR will be charged for departure before 2 pm, after 2 pm the full room price will be charged.
- 3) The arrival for reserved rooms must take place no later than 6 pm on the day of arrival. If this does not happen, the hotel may dispose of the rooms, unless expressly agreed otherwise.
- 4) This does not apply to guaranteed reservations made by prepayment, voucher or by giving the credit card number of a credit card company accepted by the hotel.

§ 5 Advance Payment

- 1) It can be agreed that the guest pays a deposit.
- 2) The hotel can also demand the advance payment of the entire agreed fee.

§ 6 Services and prices

- 1) The services that are contractually agreed upon are determined by the charges in the reservation confirmation.
- 2) A refund or reduction for agreed but unused services is excluded.
- 3) The catalogue or list prices indicated are inclusive prices and include service charge and value added tax (VAT).



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§ 7 Payment

- 1) Upon termination of the accommodation contract, the agreed remuneration must be paid.
- 2) Foreign currencies are accepted by the accommodation provider in payment at the hotel exchange rate.
- 3) The price agreed in the reservation can be demanded on arrival, unless otherwise agreed.
- 4) For stays of more than 3 days, Hotel Germania reserves the right to issue an interim invoice.
- 5) Unless advance payments are to be made anyway, all claims of the hotel shall become due upon departure of the guest and must be settled at the hotel.
- 6) The place of performance for these payment obligations therefore remains the hotel's registered office, even if, for example, the claim is credited due to special agreements and/or only becomes due later due to special invoicing and agreement.
- 7) The hotel is not obliged to accept cashless means of payment such as cheques, vouchers, receipts etc.

§ 8 Withdrawal from the Accommodation Contract (Cancellation)

- 1) Cancellation is possible free of charge until 6 pm on the day before arrival. After this period or non-arrival, the first night including breakfast will be charged.
- 2) However, this does not apply during trade fairs or other major events. In this case a free cancellation is possible until the 30th day before the day of arrival. In the event of cancellation after the 30th day before the day of arrival or non-arrival, Germania hotel will charge the full arrangement amount for the entire booked period.
- 3) During the Bregenz Festival it is not possible to cancel free of charge. Should you decide to cancel your booking, 20% of the booking amount will be charged as processing costs. In the event of cancellation after the 30th day before arrival or non-arrival, Hotel Germania will charge the full arrangement amount for the entire booking period.
- 4) Various external services (e.g. festival tickets, guided tours of the festival, concert tickets, admission tickets, etc.) which are not refunded by the organiser will be charged at 100% in case of cancellation.
- 5) Any cancellations must be made in writing.

§ 9 Liability

- 1) The contractual partners of the hotel or the guest as such or as host are liable to Germania hotel in full for damages caused by themselves or their guests and for which they are responsible.
- 2) If the hotel is hindered in the fulfilment of his services by force majeure or strike, no liability for damages can be derived from this. However, the hotelier is obligated to the customer to endeavour to obtain equivalent services elsewhere. Any additional expenses for the substitute accommodation shall be borne by the hotel.
- 3) The hotel is liable to the guest according to the provisions of the ABGB.
- 4) The liability of the accommodation provider is excluded if the room or the containers in which the guest leaves objects remain unlocked.
- 5) The hotel is liable for damages suffered by a guest if the damage has occurred within the framework of the establishment and the hotelier or his employees are at fault.
- 6) Liability for objects brought in. In addition, the hotelier is liable as custodian for the objects brought in by the guests admitted up to a maximum amount of 1.100,00 EUR, unless he proves that the damage was neither caused by him or one of his employees nor by strangers entering or leaving the house.
- 7) Under these circumstances the hotelier is liable for valuables, money and securities up to a maximum amount of 550,00 EUR, unless he has taken these things into safekeeping with knowledge of their condition or the damage was caused by himself or his employees and he therefore has unlimited liability.
- 8) The safekeeping of valuables, money and securities can be refused if they are considerably more valuable items than guests of the establishment concerned usually give in safekeeping.



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9) Agreements by which the liability is to be reduced below the level mentioned in the above paragraphs are invalid.

10) Items are considered to have been brought in when they are taken over by a person in the service of the accommodation establishment or are brought to a place assigned by the latter and designated for this purpose.

(In particular §§ 970 ff. ABGB.)

§ 10 General information

1) Pets may only be brought along by guests with the prior consent of the hotel management and at a surcharge. Animals are not allowed in the restaurant rooms.

2) The hotel will carry out wake-up orders with the greatest possible care. However, claims for damages due to lack of fulfilment are excluded.

3) Lost and found items (items left behind) will only be forwarded on request and against reimbursement of costs. The hotel undertakes to store them for up to 6 months. After this period these items will be disposed of.

§ 11 General

1) The correction of errors as well as printing and calculation errors is reserved.

2) Verbal agreements only become effective when they have been confirmed in writing by the hotel.

3) Should one of the above provisions be invalid, this shall not affect the validity of the other provisions. Instead of the invalid provisions, a valid provision that comes as close as possible to the invalid provision shall apply.

4) For our internal purposes, we have assumed your consent and stored your data on our EDP system.

§ 12 Place of performance and jurisdiction

The accommodation contract in question is based on Austrian law. For all disputes arising from the lodging contract, the court that is competent for the lodging establishment, both factually and locally, is agreed.

§ 13 Special notes for group reservations

1) The minimum number of rooms in a group is 10 rooms.

2) For every 20 paying guests, one person in a single room is not charged. For groups of 42 persons or more, the hotel will grant an additional free place in a double room.

3) Subject to individual written agreements, all prices are per night, per person including breakfast, VAT, service and guest tax.

4) For group reservations, a deposit of 50% of the total price is considered as agreed. Invoicing, including the option rooms, will be done according to the current booking status 60 days before arrival. The deposit must be received in the hotel account at least 45 days before arrival. If this deadline is not met, the hotel has the right to refuse to accept guests. The remaining amount will be invoiced after departure and is due immediately. Except during the festival season, at trade fairs and other major events.

5) In the case of group reservations during the festival season, at trade fairs and other major events, a deposit of 50% of the total price is deemed to be agreed. Invoicing, including the Option Rooms, is based on the current booking status 100 days before arrival. The deposit must be received in the hotel account at least 90 days before arrival. If this deadline is not met, the hotel has the right to refuse to accept guests. The remaining amount will be invoiced after departure and is due immediately.



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- 6) Cancellation of the tour group is possible free of charge up to 45 days before arrival. Cancellations of single rooms or the whole group will be charged with 50% of the contingent until 14 days before arrival. 10% of the total contingent can be cancelled free of charge up to 4 days before arrival. From 3 days prior to arrival until the day of arrival 100% of the total contingent or the entire arrangement amount will be charged! Any cancellations and changes to reservations must be made in writing. Except during the festival season, at trade fairs and other major events.
- 7) Cancellation by the travel group during the festival season, at trade fairs and other major events is possible free of charge up to 90 days before arrival. Cancellations of individual rooms or the entire group will be charged with 50% of the allotment until 30 days before arrival. 10% of the total room contingent can be cancelled free of charge up to 4 days before arrival. From 3 days prior to arrival until the day of arrival 100% of the entire contingent or the entire arrangement amount will be charged! Any cancellations and changes to reservations must be made in writing.
- 8) A definitive list of names of group participants must be submitted to the hotel at least 7 days before arrival. All changes must be confirmed in writing by the hotel.