



GENERAL TERMS AND CONDITIONS FOR ACCOMMODATION SERVICES

Scope

These General Terms and Conditions apply exclusively to the provision of accommodation services by Hotel Böhlerstern (hereinafter also referred to as the Hotel). Unless otherwise stipulated in these GTC, the Austrian Hotel Contract Conditions issued by the Austrian Hotel Association (1045 Vienna, Wiedner Hauptstraße 63) shall apply on a subsidiary basis. These can be obtained electronically or viewed or ordered at any accommodation establishment.

Conclusion of contract, deposit:

The contractual partners are the hotel (accommodation provider) and the guest (individual guest, tour operator or private travel group). The accommodation contract is concluded by the hotel's acceptance of the guest's written or verbal order, whereby the present General Terms and Conditions are the sole basis, which is also expressly acknowledged by the guest or organizer through the actual use of the respective service. It can be agreed that the guest pays a deposit.

The hotel may also demand advance payment of the entire agreed fee. The above offer was created according to your wishes and specifications and is valid for 14 days from the date of creation. In the event of further requests, adjustments and changes to the offer, the original offer loses its validity and will be recalculated.

Deposit conditions:

A deposit of 30% of the total room stay must be paid!

If the deposit is not paid within 5 working days of confirmation of the reservation, the reservation will be canceled.

Arrival and departure:

Booked rooms are available to the guest from 2:00 p.m. on arrival and until 11:00 a.m. on the day of departure. The rooms to be allocated to the guest shall be determined by the hotel on the day of arrival.

Unless a later arrival has been expressly agreed, the hotel has the right to allocate booked rooms to other guests after 6:00 p.m. without the guest being able to derive any claims for compensation from this. The hotel has a right of withdrawal in this respect. However, if the guest has "guaranteed" their arrival and/or paid a deposit, the room(s) shall remain reserved until 12:00 noon of the following day at the latest.

If a room is occupied for the first time before 6:00 a.m., the previous night counts as the first overnight stay. The guest must inform the reception of any planned departure after 11:00 a.m. by 8:00 p.m. on the day before departure at the latest. For a late check-out, €50.00 will be charged; starting at 3:00 p.m., the full daily rate of the overnight stay will be charged.

Prices:

The prices are determined according to the price list valid at the time the service is provided. Local, spa or tourism taxes as well as other levies collected by the hotel for third parties will be charged separately in the amount applicable at the time the service is provided.

All prices quoted are in EURO NET. The rates offered are not commissionable.

Payment conditions:

All invoices of the hotel are due for payment without deduction upon departure of the guest or invoicing (including weekly invoices). If the aforementioned payment deadline is exceeded, the guest shall be in default without the need for a reminder notice. In the event of default, section 1333 Austrian Civil Code (ABGB) shall apply to mutual business transactions. A reminder fee may be charged in each individual case for reminders sent after default has occurred.

In the case of contracts with consumers within the meaning of the Consumer Protection Act (KSchG), i.e., with persons for whom the transaction is not part of the operation of a business—whereby business is understood to mean any organization of independent activity on a permanent basis, even if it is not aimed at profit—the hotel is entitled to demand interest on arrears in the amount of 8% above the respective base interest rate in the event of default. Furthermore, for contracts with consumers, consumers must pay a reminder fee of EUR 25.00 for out-of-court reminders sent after default has occurred.

The assertion of higher damages caused by default remains unaffected by this.

If you do not place an order, we take the liberty of charging you for the time spent on this.

For subsequent invoice changes, €50.00 net per hour will be charged for the additional work involved.

Damages:

All damage caused by the guest or visitor (rooms or public areas) must be paid for immediately by the guest. The hotel has the right to order repairs immediately or to have damaged property replaced or repairs carried out. In addition to the invoice, a processing fee of EUR 50.00 per hour will be charged for the damage incurred.

General terms:

Subletting or re-letting, as well as the use of hotel rooms for purposes other than residential purposes, require the prior written consent of the accommodation provider (hotel). An extension of the stay by the guest requires the consent of the accommodation provider (hotel). The place of fulfillment and exclusive place of jurisdiction for all disputes arising from the accommodation business is, as far as permissible (section 14 KSchG), the location of the respective hotel business. Austrian law shall apply exclusively.

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Withdrawal and Cancellation:

A cancellation must be made in writing. Any deposits will be deducted from the cancellation fee.

In the event of force majeure and other hindrances for which the hotel is not responsible, in particular those outside the hotel's sphere of influence, the hotel reserves the right to withdraw from the contract without the guest being entitled to claim compensation.

Unless otherwise agreed, the following cancellation conditions apply to guests/organizers:

Accommodation (up to 5 persons):

Up to 10 days before arrival	free of charge
9 days to 2 days before arrival	80 % of the total price of the stay
1 day before until the day of arrival	100% of the total price of the stay

Accommodation (up to 6–10 persons):

Up to 30 days before arrival	free of charge
Up to 10 days before arrival	50 % of the total price of the stay
9 days to 2 days before arrival	80 % of the total price of the stay
1 day before until the day of arrival	100% of the total price of the stay

Accommodation (from 11–19 persons):

Up to 30 days before arrival	free of charge
Up to 14 days before arrival	50% of the total price of the stay
Up to 5 days before arrival	100% of the total price of the stay

Accommodation (from 20 persons):

Up to 90 days before arrival	free of charge
Up to 60 days before arrival	50% of the total price of the stay
Up to 59–30 days before arrival	80% of the total price of the stay
Less than 29 days	100% of the total price of the stay

Total price of stay = Room per night excl. stays breakfast & excl. overnight stay tax.

Deposit conditions: Active from accommodation for 11pers.

In all cases, the guest reserves the right to provide evidence of lower damages and the hotel reserves the right to provide evidence of higher damages.

Liability:

The hotel endeavors to ensure the punctuality of wake-up calls, the timely and correct transmission of messages and the delivery of goods of all kinds. However, the hotel shall only be liable for these business services if the hotel or its employees are grossly negligent in terms of causation. Lost property, in particular items left in the guest's room (unless they are obviously worthless), will only be forwarded at the request, risk and expense of the guest. After a one-year retention period, the lost property is deemed to have been disposed of. The hotel may therefore dispose of or destroy the items at its discretion after the expiry of this year.

The hotel shall only be liable for property damage suffered by a guest if the property damage occurred in the course of business and the hotel or its employees are guilty of gross negligence.

The hotel shall only be liable for items brought into the hotel up to the respective statutory maximum amount. The safekeeping of valuables, money and securities may be refused if the items in question are considerably more valuable than guests of the hotel customarily leave in safekeeping.

Furthermore, valuables must be deposited in the hotel's own guest safe (on request at reception), otherwise the hotel shall be released from liability. If the guest is provided with a parking space in the hotel parking lot, even for a fee, this does not constitute a safe custody agreement. The hotel is not obliged to provide surveillance. All liability for parked vehicles is therefore excluded.

For motor vehicles belonging to consumers, the hotel is only liable for damage to the motor vehicle that is either due to a defect in the parking space that already existed when the parking space was provided or that was demonstrably caused intentionally or through gross negligence on the part of the hotel or hotel employees. Any liability for items left behind in the vehicle is excluded.

The guest uses the leisure facilities, such as sauna etc., equipment and other sports and leisure facilities at his own risk. The hotel is not liable for defects that are not immediately recognized, even if the usual care is taken, and for any resulting damage. In particular, under no circumstances can a price reduction be demanded. However, this does not limit the hotel's liability for personal injury.

Smoking ban:

There is a general smoking ban in the entire hotel, including public areas and rooms. If this is violated in any way, we will charge a flat fee of € 200.00 and may ban you from the premises.

GENERAL TERMS AND CONDITIONS



WITH LOVE, CARE AND ATTENTION TO DETAIL

Hotel and Business with a feeling of Art

Hotel Böhlern Stern

Friedrich-Böhler-Straße 13
8605 Kapfenberg

Registered office:

BÖHLER Immobilien GmbH & Co KG
Company headquarters: Kendlbachstraße 11a
8605 Kapfenberg / AUSTRIA
Company register number: FN 599725z
Commercial register court: Leoben
VAT ID No.: ATU79160024

Partner with unlimited liability:

BÖHLER Management & Service GmbH
Company headquarters: 8605 Kapfenberg / Austria
Company register number: FN 595317t
Commercial register court: Leoben

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