

# Terms and Conditions (T&C)

June 2024

## General Terms

### 1 Scope of application, validity

- a) These Terms and Conditions (T&C) apply to the following services of Daniel Vienna BetriebsgesmbH, Grieskai 12-14, 8020 Graz (hereinafter referred to as "Hotel"):
  - Accommodation of guests  
(described below under "Accommodation")
  - Rental of premises in various sizes for event purposes and organization of events  
(described below under "Event")
- b) The business relationship between the contractual partner, the guest or the participant (hereinafter referred to as the "contractual partner" or "guest") and the hotel (collectively referred to as the contracting parties) shall be governed exclusively by the following T&C in the version valid at the time of conclusion of the contract.
- c) Conflicting terms and conditions or terms and conditions of purchase of the contractual partner are invalid unless they are expressly accepted by the Hotel in writing.

### 2 Photography/filming in the hotel premises

- a) Photography/filming is generally permitted in the rooms and premises for private purposes, provided that the hotel, furnishings and rooms are not damaged. The images may not be offensive, obscene or in any other way damaging to the reputation of the hotel, for example if published on social media.
- b) For photography/filming for commercial purposes or during events, the hotel requests prior notification; a separate contract must be concluded for this purpose.

### 3 Internet & W-Lan

Internet access in the hotel is free of charge. A certain bandwidth and uninterrupted internet use cannot be guaranteed.

### 4 Settlement and payment

- a) The full invoice amount
  - of the accommodation (reduced by the deposit) must be paid by the contracting party on the day of departure at the latest, unless otherwise agreed.
  - of the event (reduced by the deposit) is to be paid by the contractual partner upon receipt of the invoice, unless otherwise agreed.

- b) Each invoice is due for payment immediately and without any deductions.
- c) If the Contractual Partner fails to pay the invoice on time, the Hotel reserves the right to charge interest on arrears to the maximum extent permitted by law.
- d) All prices quoted include the legally applicable value added tax. Should the VAT rate increase between booking and arrival or event date, the hotel is entitled to charge the difference.

## 5 Assumption of costs & credit card authorization

In the case of contracts concluded for the account of a company, the contracting partner is obliged to provide the hotel with a signed statement of cost coverage (if different from the contract) as well as a credit card authorisation with a precise description of the purpose or the persons for whom the costs are to be covered and for whom payment can be made by a specified credit card.

## 6 Limitations of liability

- a) If the contract partner is a consumer, any liability of the hotel for damages caused by slight negligence in the sphere of the contract partner, with the exception of personal injury, is excluded.
- b) If the contract partner is an entrepreneur, any liability of the hotel for damages caused by slight or gross negligence in the sphere of the contract partner is excluded, with the exception of personal injury. In this case, the contractual partner shall bear the burden of proof for the existence of fault on the part of the hotel. Consequential damages, immaterial damages or indirect damages as well as lost profits shall never be compensated.

## 7 Data protection

The hotel processes the data received from the contractual partner in the form in which it is necessary for the fulfillment of the contract.

In addition, reference is made to the privacy policy:

<https://hoteldaniel.com/de/graz/service/datenschutz/>

## 8 Applicable law and jurisdiction

- a) All legal relationships between the parties to the contract shall be governed by Austrian law to the exclusion of the conflict of law provisions of private international law.
- b) The competent court at the hotel's registered office shall have local jurisdiction to decide on all disputes arising from this contract. However, the hotel also has the right to sue at the general place of jurisdiction of the contractual partner.
- c) For all actions brought against a consumer who has his domicile, habitual residence or place of employment in Austria due to disputes arising from this contract, one of the courts in whose district the consumer has his domicile, habitual residence or place of employment shall have jurisdiction. For consumers who are not domiciled in Austria at the time the contract is concluded, the statutory places of jurisdiction shall apply.

## 9 Severability clause

In the event that individual provisions of these T&C are and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. Any invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and economic purpose of the invalid provision.

# Accommodation

## 1 Definitions of terms

"Hotel": Is the provider of accommodation to guests for a fee.

"Guest": is a natural person who makes use of the accommodation in the hotel. Guests also include those persons who arrive with the contracting party.

"Group booking": A group booking exists if a legal or natural person concludes an accommodation contract for several persons.

"Party": A natural or legal person who concludes an accommodation contract as a guest or on behalf of a guest.

"Accommodation Contract": Is the contract concluded between the Hotel and the Contractual Partner for the accommodation of persons in the Hotel, the content of which is governed by these T&C.

"Consumer" and "Entrepreneur": The terms are to be understood in the sense of the Consumer Protection Act 1979 as amended.

## 2 Conclusion of contract - deposit payment

- a) The accommodation contract is concluded in the event of a booking
- via the booking portal on hotel's own homepage by pressing the "BOOK NOW" button
  - via other booking portals by clicking on the button that triggers an order process for which a fee is charged,
  - by telephone or e-mail upon receipt of the booking confirmation
  - directly on site at the hotel reception.

Electronic notices are deemed received if the Hotel, in its reasonable discretion, is able to retrieve the electronic notice during its published office hours.

- b) The hotel is entitled to conclude the accommodation contract on the condition that the contracting party makes a down payment or provides a credit card guarantee. A distinction must be made between individual guests and group bookings.

For individual guests, depending on the rate booked:

- Flexible rate - The credit card of the contractual partner is deposited as a guarantee, or a down payment must be made.
- Non-Flexible Rate - Advance payment in full is required for the booking. The contract partner's credit card will be charged immediately.

- c) The contractual partner is obliged to pay the deposit immediately and without any deductions within the period specified in the pro forma invoice.

In the case of Advanced Purchase contracts, the contractual partner must pay the total fee for the entire booked period immediately.

The costs for the money transaction (e.g. transfer charges) shall be borne by the contractual partner. For credit and debit cards, the respective terms and conditions of the card companies apply.

The down payment represents a partial payment of the agreed total fee.

### 3 Local tax

The contractual partner is obliged to pay the local tax prescribed at the location of the hotel for himself and all accompanying persons in the amount prescribed by the authorities for the period of the stay.

### 4 Period of use

- a) The contractual partner has the right to occupy the rented rooms for the period specified in the respective booking confirmation or in the FAQ on the hotel's website.
- b) If the contract partner books the overnight stay with guaranteed early check-in, the previous night counts as the first overnight stay and the hotel has the right to charge for this night.
- c) The contractual partner has the option of using the room beyond the period of use for a separately agreed surcharge.

### 5 Prevention of arrival/force majeure

- a) If, as a result of unforeseeable, extraordinary circumstances which fall under the definition of "force majeure" (e.g. natural disasters such as floods, earthquakes, avalanches, heavy snowfall or extensive forest fires; epidemics; pandemics and associated border closures; outbreak of war or specific threat of war in the country of origin; systematic terrorist attacks on tourists or groups of people to which they belong; strikes by air traffic controllers, airport staff; entry ban in Austria; stricter health regulations in Austria that can no longer be met by the traveller; traffic disruptions, such as train cancellations or flight cancellations due to weather conditions; blackouts), the Party and/or persons travelling with them are unable to arrive at the Hotel on the day on which the stay is due to commence, making all travel options impossible, the Party shall not be obliged to pay the agreed remuneration for the days on which they are unable to stay at the Hotel.
- b) The obligation to pay for the booked stay is revived from the date of arrival.

### 6 Provision of alternative accommodation

- a) If objectively justified, the hotel may provide the contract partner and accompanying guests with adequate substitute accommodation (of the same quality) if this is reasonable for the contract partner, especially if the deviation is minor and objectively justified.
- b) An objective justification is given, for example, if the room(s) has (have) become unusable, guests already accommodated extend their stay, there is an overbooking or other important operational measures necessitate this step.
- c) Any additional expenses for alternative accommodation shall be borne by the hotel.

### 7 Rights of the contractual partner

By concluding an accommodation contract, the contracting party acquires the right to the customary use of the rented rooms, the hotel's facilities, which are usually accessible to guests for use without special conditions, and to the customary service.

## 8 Obligations of the contractual partner

- a) The contractual partner must fulfil its obligations in accordance with the house rules.
- b) The contractual partner is obliged to pay the agreed remuneration plus any additional amounts incurred due to the separate use of services by him and/or the persons accompanying him plus statutory VAT by the time of departure at the latest.
- c) The hotel is not obliged to accept foreign currencies. If the hotel accepts foreign currencies, these will be accepted in payment at the daily exchange rate if possible. Should the hotel accept foreign currencies or cashless means of payment, the contract partner shall bear all associated costs, such as inquiries with credit card companies, etc.
- d) The Contractual Partner shall be liable to the Hotel for any damage caused by him and any person traveling with him/accompanying him who accepts services from the Hotel with the knowledge or will of the Contractual Partner.

## 9 Rights of the hotel

- a) If the Contractual Partner refuses to pay the agreed remuneration or is in arrears with payment, the Hotel shall be entitled to the statutory right of retention pursuant to § 970c ABGB and the statutory right of lien pursuant to § 1101 ABGB to the items brought in by the Contractual Partner or the guest. Furthermore, the hotel shall be entitled to this right of retention or lien to secure its claim arising from the accommodation contract, in particular for catering, other expenses incurred for the contractual partner and for any claims for compensation of any kind.
- b) If service is requested in the Contractual Partner's room at unusual times of day (after 8:00 p.m. and before 6:00 a.m.), the Hotel is entitled to charge a special fee for this. The hotel may also refuse services for operational reasons.
- c) The hotel has the right to invoice or interim invoice its services at any time.

## 10 Obligations of the hotel

- a) The hotel is obliged to provide the agreed services to an extent corresponding to its standard.
- b) Special services that are not included in the accommodation charge must be marked separately by the hotel. This includes, for example, the provision of additional beds or cribs etc.

## 11 Cancellation conditions by the contractual partner

- a) Cancellation conditions for hotel rooms on the part of the contractual partner are set out in the booking confirmation for individual bookings.
- b) Cancellation conditions for hotel rooms on the part of the contractual partner are set out in the contract concluded for group bookings.

## 12 Cancellation by the hotel & force majeure

- a) If the accommodation contract does not provide for a deposit or credit card guarantee, the hotel is entitled to withdraw from the accommodation contract up to one day before arrival (no later than 6 p.m.). The guest will be informed of this in writing.
- b) If the guest does not arrive by 18:00 on the agreed day of arrival, there is no obligation to provide accommodation unless a later arrival time has been agreed with the hotel. The agreed total charge for the entire period booked will also be charged to the guest.

- c) If the accommodation contract provides for a deposit or credit card guarantee and the deposit or credit card guarantee has not been paid by the contracting party in due time, the hotel may withdraw from the accommodation contract at any time without setting a grace period.
- d) If the contractual partner has paid a deposit or provided a credit card guarantee, the guest may also arrive later than agreed and the booked room category is guaranteed to be kept free for the guest for up to 3 days, provided that the hotel has been notified of a later arrival time with details of the exact time of arrival. In the event of late arrival or no-show by the guest, the agreed total charge for the entire booked period will be invoiced.
- e) If the fulfilment of the contract becomes impossible due to an event to be regarded as force majeure (e.g. natural disasters such as floods, earthquakes, avalanches, heavy snowfall or extensive forest fires; epidemics in the country of origin or Austria; pandemics and associated border closures; systematic terrorist attacks on tourists or groups of people to which they belong; entry ban in Austria; blackouts; etc), the hotel may terminate the accommodation contract at any time without observing a notice period, unless the contract is already deemed terminated by law or the hotel is released from its obligation to provide accommodation. Any claims of the Contractual Partner for damages or other compensation are excluded.
- f) The hotel reserves the right to withdraw from the accommodation contract if a travel warning regarding health threats has been issued by the Austrian Foreign Ministry for the country of origin of the contracting party and/or persons traveling with the contracting party. The same shall also apply if the contracting party has made a down payment or issued a credit card guarantee.

### 13 Parking facilities

- a) If the hotel has its own parking facilities, the hotel may provide the guest with a parking space in a parking garage. Although the hotel is responsible for billing, this does not constitute a safekeeping agreement. The number of parking spaces may be limited, which is why the guest is not entitled to a parking space. The hotel is not obliged to monitor the parking spaces. The hotel shall not be liable for loss of or damage to vehicles parked or moved there and their contents, provided that neither the hotel nor its representatives or vicarious agents are responsible for intent or gross negligence. If the latter is the case, the damage must be claimed from the hotel immediately, but at the latest on departure. In any case, the parking conditions of the respective parking facilities apply.
- b) If the hotel does not have its own parking facilities, the hotel can offer the guest a parking space in public parking garages at special prices. In this case, too, no contract of safe custody is concluded between the hotel and the guest, despite the fact that the hotel is billed. In any case, the parking conditions of the respective parking garage apply.

### 14 Animal housing

- a) Pets may be brought into the hotel for a special fee.
- b) The contractual partner who brings an animal with him is obliged to keep or supervise this animal properly during his stay or to have it kept or supervised by a suitable third party at his own expense.
- c) The contractual partner or guest who brings an animal must have appropriate animal liability insurance or private liability insurance that also covers possible damage caused by animals. Proof of such insurance must be provided upon request by the hotel.
- d) The contracting party or its insurer shall be jointly and severally liable to the hotel for any damage caused by animals brought into the hotel. In particular, the damage shall also include any compensation payable by the hotel to third parties.

- e) Animals are not permitted in the lounges, function rooms, event rooms, restaurants and wellness areas.

## 15 Extension of the accommodation

- a) The Contractual Partner shall not be entitled to an extension of their stay. If the contract partner announces his wish to extend his stay in good time, the hotel may agree to the extension of the accommodation contract. The hotel is under no obligation to do so.
- b) If the contracting party is unable to leave the hotel on the day of departure due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, flooding, other force majeure events), the accommodation contract shall be automatically extended for the duration of the impossibility of departure. A reduction of the remuneration for this period is only possible if the contracting party is unable to use the hotel's services in full as a result of the exceptional weather conditions. The hotel is entitled to demand at least the fee that corresponds to the price usually charged on a daily basis.

## 16 Termination of the accommodation contract - early termination

- a) If the accommodation contract was concluded for a specific period of time, it shall end upon expiry.
- b) If the contract partner departs prematurely, the hotel is entitled to charge the total remuneration for the entire booked period. The hotel shall deduct what it has saved as a result of the non-utilization of its services or what it has received by renting the reserved rooms to other parties. Savings shall only be deemed to exist if the hotel is fully occupied at the time of non-utilization of the rooms ordered by the contract partner and the room can be rented to other guests due to the contract partner's cancellation. The contractual partner bears the burden of proof of the savings.
- c) In the event of a breach of the house rules by the contracting party or accompanying persons, the accommodation contract may be terminated by the hotel by unilateral declaration. In this case, the Contractual Partner shall pay the agreed total remuneration for the entire period booked.
- d) The death of a guest terminates the accommodation contract with the hotel.
- e) The hotel is entitled to terminate the contractual relationship and thus also the accommodation at any time,
- if the accommodation jeopardizes the smooth running of the business.
  - if the reputation and security of the company are at risk.
  - in the event of force majeure.
  - if insolvency or reorganization proceedings are opened against the client's assets or if the client's financial situation deteriorates to such an extent that payment for the agreed services cannot be expected.

## 17 Illness or death of the guest

- a) If a guest falls ill during his stay at the hotel, the hotel will provide medical care at the guest's request. If there is imminent danger, the hotel will arrange for medical care even without a special request from the guest, in particular if this is necessary and the guest is unable to do so himself.

- b) As long as the guest is unable to make decisions or the guest's relatives cannot be contacted, the hotel will provide medical treatment at the guest's expense. However, the scope of these care measures ends at the time when the guest is able to make decisions or the relatives have been notified of the illness.
- c) The Hotel shall be entitled to claim compensation from the Contractual Partner and the Guest or, in the event of death, from their legal successors, in particular for the following costs:
  - Outstanding medical costs, costs for patient transportation, medication and medical aids
  - necessary room disinfection
  - linen, bedding and bed furnishings that have become unusable, otherwise for the disinfection or thorough cleaning of all these items
  - Restoration of walls, furnishings, carpets, etc., insofar as these have been soiled or damaged in connection with the illness or death,
  - Room rent, insofar as the room has been used by the guest, plus any days during which the rooms cannot be used due to disinfection, clearing or similar,
  - any other damages incurred by the hotel.

## 18 Liability of the hotel for damage to property brought into the hotel

- a) The hotel is liable pursuant to §§ 970 ff ABGB for the items brought in by the contract partner. The hotel shall only be liable if the items have been handed over to the hotel or to persons authorized by the hotel or have been brought to a place instructed or designated by the contracting party. If the hotel is unable to prove this, the hotel shall be liable for its own fault or the fault of its employees and the outgoing and incoming persons. Pursuant to § 970 para. 1 ABGB, the hotel shall be liable up to the maximum amount stipulated in the Federal Law of November 16, 1921 on the liability of innkeepers and other entrepreneurs, as amended. If the contracting party or the guest does not immediately comply with the hotel's request to deposit his/her belongings in a special storage location, the hotel shall be released from any liability. The amount of any liability of the hotel is limited to a maximum of the hotel's liability insurance sum. Any fault on the part of the contractual partner or guest shall be taken into account in any compensation payment.
- b) The hotel's liability for slight negligence is excluded. If the contract partner is an entrepreneur, liability for gross negligence is also excluded. In this case, the contractual partner shall bear the burden of proof for the existence of fault. Consequential damage or indirect damage as well as lost profits shall not be compensated under any circumstances.
- c) The hotel shall only be liable for valuables, money and securities up to the current amount of EUR 550. The hotel shall only be liable for damage in excess of this amount if it has accepted these items for safekeeping with knowledge of their nature or if the damage was caused by the hotel itself or one of its employees. The limitations of liability set out in these GTC shall apply mutatis mutandis.
- d) The hotel may refuse to store valuables, money and securities if the items in question are considerably more valuable than those usually stored by guests of the hotel in question.
- e) In any case of assumed storage, liability is excluded if the contractual partner and/or guest does not immediately notify the hotel of the damage that has occurred as soon as it becomes known. In addition, these claims must be asserted in court within three years of knowledge or possible knowledge by the contractual partner or guest; otherwise the right is extinguished.



# Event

## 1 Definitions of terms

"Hotel": Is the provider of premises for short-term rental by the Contractual Partner.

"Participant": Is a natural person who participates in an event in a short-term rented space.

"Contractual partner": is a natural or legal person who, as the organizer, rents premises for a short period to hold events.

"Event contract": Is the contract concluded between the Hotel and the Contractual Partner, the content of which is regulated in more detail in these T&Cs.

"Premises": Any room rented by the hotel to the Contractual Partner for short-term use for events.

## 2 Conclusion of contract - deposit payment

- a) The Contractual Partner shall receive an offer from the Hotel to rent a room including or excluding catering for the event. The contract is concluded upon written acceptance of the offer by the contract partner.
- b) The contractual partner must sign the acceptance of the offer in writing and accept these Terms and Conditions with this signature. In addition, a credit card including the name of the credit card holder, card number and expiration date must be provided to the hotel. The credit card serves as a guarantee for the costs of providing the premises to be rented and the costs associated with the event. Upon confirmation of receipt of the signed offer by the hotel to the contracting party, the rental shall be deemed fixed.
- c) The hotel is entitled to conclude the event contract on the condition that the contract partner makes a down payment or provides a credit card guarantee. A down payment invoice shall be sent to the Contractual Partner in good time in advance. The deposit payment represents a partial payment of the agreed total fee.  
The contractual partner is obliged to pay the deposit immediately and without any deductions within the period specified in the pro forma invoice.

## 3 Event facilities

- a) The respective premises are rented in the condition in which they were inspected or described in the offer.
- b) In the event of a reduction in the number of participants, the hotel is entitled to allocate the contracting party a room for its event that is adapted to the lower number of participants. In the event of an increase in the number of participants, the hotel is entitled to allocate a room adapted to the larger number of persons with a higher room rental (except when booking a package) or to refuse the increase in the number of persons.
- c) The contractual partner is obliged to return the premises in their original condition. In the event of improper return of the rooms provided and their furnishings, in particular due to damage to the furnishings, the Contractual Partner shall be liable without proof of fault. The hotel accepts no liability for loss of or damage to items brought onto the premises.

- d) The installation of decorative material or similar is not permitted without the hotel's consent. After the end of the event, any materials brought along (such as your own training materials or decorative items etc.) must be removed. The hotel shall bear the costs for cleaning after the event. However, in the event of disproportionate soiling of the premises, the hotel reserves the right to charge the contractual partner a special cleaning fee. Should there be a disproportionate effort in the disposal of items left behind, the hotel also reserves the right to charge the contract partner a disposal fee.

#### 4 Number of participants

- a) The contract partner is obliged to inform the hotel of a guaranteed number of participants. The notification must be received by the hotel no later than 7 working days before the event and may not deviate by more than 10% from the contractually agreed number. This number is deemed to be the guaranteed minimum number of participants, which will be invoiced in any case.
- b) A minimum of 10 participants applies to all contractually agreed "basic packages", unless otherwise agreed.
- c) It is requested that the contractual partner refrain from sending lists of participants (except for room bookings). It is sufficient to know the number of participants in events or seminars in advance.

#### 5 Period of use

- a) The contractual partner who books the room shall have access to it during the booking period specified in the offer.
- b) The function rooms are available in the evening until midnight at the latest, unless otherwise agreed. In any case, room volume must be maintained from midnight. From midnight 24 o'clock, each additional hour will be charged at a pro rata room rental rate. Likewise, after midnight, an additional amount will be charged per employee deployed and per hour; the amount of this additional amount is specified in the offer. Should the Contractual Partner require the room for longer than agreed, any extensions to the reservation must be agreed with the Hotel in writing in advance.

#### 6 Prevention of appearance & force majeure

- a) If, as a result of unforeseeable, extraordinary circumstances which fall under the definition of "force majeure" (e.g. natural disasters such as floods, earthquakes, avalanches, heavy snowfall or extensive forest fires; epidemics; pandemics and associated border closures; outbreak of war or specific threat of war in the country of origin; systematic terrorist attacks on tourists or groups of people to which they belong; strikes by air traffic controllers, airport staff; entry ban in Austria; stricter health regulations in Austria that can no longer be met by the traveller; traffic disruptions, such as train cancellations or flight cancellations due to weather conditions; blackouts), the Party and/or persons travelling with them are unable to arrive at the Hotel on the day on which the stay is due to commence, making **all travel options** impossible, the Party shall not be obliged to pay the agreed remuneration for the days on which they are unable to stay at the Hotel.

#### 7 Food and drinks

- a) The Contractual Partner shall not be entitled to bring food and beverages into the hotel. Deviating arrangements can only be made by written agreement with the hotel. The hotel reserves the right to charge additional fees. The amount of this fee depends on the agreement.

- b) The hotel shall provide the contractually agreed catering requested by the contracting party during the event at the contracting party's expense.

## 8 Rights & obligations of the contractual partner

- a) By concluding an event contract, the contractual partner acquires the right to the customary use of the rented rooms and the hotel's facilities, which are usually accessible to guests for use without special conditions.
- b) The contractual partner must fulfill its obligations in accordance with the house rules.

## 9 Cancellation by the hotel & force majeure

- a) The cancellation conditions for the hotel result from the communicated cancellation period.
- b) If the event contract provides for a down payment or credit card guarantee and the down payment or credit card guarantee has not been made by the contract partner in due time, the hotel may withdraw from the event contract without setting a grace period.
- c) The hotel reserves the right to withdraw from the event contract if a travel warning regarding health threats has been issued by the Austrian Foreign Ministry for the country of origin of the contractual partner and/or accompanying participants. The same applies if the contractual partner has made a down payment or provided a credit card guarantee.

## 10 Termination of the event contract - early termination

- a) If the event contract was concluded for a fixed term, it shall end upon expiry.
- b) The hotel is entitled to terminate the contractual relationship and thus also an event at any time,
- if the event jeopardizes the smooth running of the business.
  - if the reputation and security of the company are at risk.
  - in the event of force majeure.
- c) In the event of a breach of the house rules by the contracting party or a participant, the accommodation contract may be terminated by the hotel by unilateral declaration. In this case, the Contractual Partner shall be charged the total fee.

## 11 Cancellation conditions for contractual partners

Cancellation conditions on the part of the contractual partner are set out in the event contract.