

# TERMS AND CONDITIONS AGREEMENT

## Article 1: Scope

1.1 These Terms of Contract shall apply for any and all agreements between Villa Anna boarding-house, operated by Decoreal EOOD/, Hornweg 3, 6370 Kitzbühel, represented by the Managing Director Ismail Özer, and the Client for the provision of apartments to be hired for accommodation.

1.2 The Client's Terms of Contract shall apply only if this is agreed in advance and in writing.

## Article 2: Definitions

„Hotelkeeper“: an individual or an entity accommodating guests against consideration.

„Guest“: an individual using accommodation services. Generally, guests shall at the same time be contracting parties. Any person arriving with the contracting party (ex. family members, friends etc.) shall also be considered as guests.

„Contracting party“: any local or foreign individual or entity entering into an accommodation agreement in its capacity of a guest or on behalf of a guest; hereinafter also referred to as „Client“.

„Consumer“ or „undertaking“: the terms shall be construed within the meaning of the Consumer Protection Law 1979, as amended.

„Accommodation agreement“: the agreement entered by and between the Hotelkeeper and the Contracting Party, as detailed hereinafter.

## Article 3: Conclusion of the Agreement

The overall performance of the Agreement, as well as moving in, shall require no help by any personnel and shall be done using up-to-date equipment.

On our website the Client shall choose a suitable apartment, the number of persons to be accommodated and the duration of the stay. Then the Client shall confirm his choice by clicking the button “Calculate total price” and may subsequently confirm the booking by the “forward” button. Then the Client should choose the method of payment and whether he shall receive his access codes to the boarding-house and the apartment by email or SMS. By a subsequent click of the “complete the reservation” button the Agreement shall be concluded.

Upon completion of payment at the earliest and not later than 3 days prior to the date of arrival our system shall send the two access codes required to access the boarding-house premises (Ist Code) and the respective apartment (IInd Code) to the email and/or mobile phone number indicated. As of the first day of each month our system shall generate new access code for the entrance door; all guests, staying over through the 1<sup>st</sup> of the following month, shall receive the new code for the entrance door from the boarding-house manager.

Upon expiration of the period booked, the code for the door of the apartment expires, so no access by the same code shall be possible henceforth. The Client shall undertake to carefully use the code. Due to the very high level of automation as part of our business concept, there are no personnel at your direct disposal in Villa Anna. In case of any problems, you may contact us at +43 664 8866 7337. Furthermore, for any clients having no email accounts or mobile phones the codes shall be available with the manager. The Client should contact her in advance to arrange receipt of the codes.

Any costs incurred for the money transaction (ex. bank transfer charges) shall be born by the Client. The respective credit institutions' terms shall apply for any debit or credit cards.

Electronic statements shall be deemed received where the designated party may routinely refer to them, and provided that they have been received during normal business hours.

#### **Article 4: Accommodation**

4.1 The Contracting Party shall be entitled to move into the rented premises after 03:00 p.m. on the agreed date („date of arrival”). In case of arrival by car, a car park shall be available for each Client on the territory of the boarding-house. One parking place per apartment.

4.2 Arrival before 06:00 a.m.: the previous night shall be counted as the first overnight stay.

4.3 The Contracting Parties should vacate any premises rented until 10:00 a.m. on the day of departure. The Hotelkeeper shall be entitled to invoice an additional day, in case of failure to vacate the rented premises on time.

#### **Article 5: Cancellation of the Accommodation Agreement –**

##### **Cancellation Fee**

Cancellation of the Agreement by the Hotelkeeper

5.1 According to the legal provisions, in case of any system errors in the booking software or errors due to any other reasons rendering the accommodation impossible, the Hotelkeeper may be released of its obligations for accommodation; in such cases, spare accommodation should be provided if possible (see also it. 6 of the General Terms of Contract).

5.2 Not later than 3 months prior to the agreed date of arrival of the Contracting Party, the Accommodation Agreement may be terminated unilaterally by the Hotelkeeper for objective reasons, unless otherwise agreed.

Cancellation of the Agreement by the Contracting Party & Cancellation Fee

5.3 Not later than 3 months prior to the agreed date of arrival of the Guest, the Accommodation Agreement may be terminated unilaterally by the Contracting Party without charging any cancellation fee.

5.4 Outside the period stipulated in Article 5.3, any unilateral cancellation of the Agreement by the Contracting Party shall be possible only upon payment of the following cancellation fees:

Up to 1 month prior to the date of arrival: 40 % of the total package price;

Up to 1 week prior to the date of arrival: 70 % of the total package price;

During the last week prior to the date of arrival: 90 % of the total package price.

5.5 The **receipt** by the Hotelkeeper of the statement for cancellation of the agreement shall determine the time of cancellation submission. The Client should state the cancellation of the Agreement in writing.

### **Impediment of Arrival**

5.6 If on the date of arrival the Contracting Party fails to appear at the boarding-house, as it has become impossible to use any transportation means due to unforeseen circumstances (ex. heavy snowfall, flood etc.), the Contracting Party shall not be obliged to pay the contract price for the days of arrival.

5.7 The obligation to pay the price for any booked stay shall come into force again as of the moment when there is an opportunity for transportation, where arrival is possible again within three days.

### **Article 6 Provision of Spare Accommodation**

6.1 The Hotelkeeper may provide the Contracting Party, the guest respectively spare accommodation of equivalent value (with the same quality), if this is acceptable for the Contracting Party, mainly where the difference is insignificant and objectively justified.

6.2 Objective reasons shall be present where the premises have been rendered unfit for living or guests already accommodated prolong their stay or bookings exceed the capacity or any other circumstances of commercial nature require such measures.

6.3 Any additional charges for the spare lodging shall be born by the Hotelkeeper.

### **Article 7: Rights of the Contracting Party**

7.1 By signing the Accommodation Agreement, the Contracting Party shall acquire the right to use the rented premises in the usual manner and the equipment in the boarding-house, which shall be available for the guests to use in the usual manner and under no special terms and conditions.

7.2 Upon their arrival, guests shall be required to fill-in the address card submitted.

7.3 In particular, the rest time between 10:00 p.m. and 07:00 a.m. shall be observed.

### **Article 8: Obligations of the Contracting Party**

8.1 The Contracting Party shall undertake to pay not later than its departure any paid-for additional services, arisen due to special services additionally used by the Contracting Party and/or any accompanying guests, plus the respective mandatory turnover tax wherever it applies.

8.2 The Contracting Party shall be responsible before the Hotelkeeper for any damages, incurred by the Contracting Party or the guest, or any other persons using services of the Hotelkeeper with the knowledge or the approval of the Contracting Party.

8.3 Hereby, the Rules of the House posted on this website ([www.villaanna-kitz.com](http://www.villaanna-kitz.com)), and also exposed at the boarding-house, shall constitute an integral part of the agreement.

### **Article 9: Rights of the Hotelkeeper**

If the Contracting Party refuses to pay the contract price or in case of default in paying, the Hotelkeeper

shall be entitled to legal right of retention pursuant to Article 970c of the General Civil Code, as well as legal lien pursuant to Article 1101 of the General civil Code over any items brought-in by the Contracting Party, the guest respectively. Furthermore, such right of retention or lien shall be due to the Hotelkeeper as a security for his receivable under the Accommodation Agreement, in particular for food and other costs incurred for the Contracting Party, as well as for any possible indemnity claims.

#### **Article 10: Obligations of the Hotelkeeper**

The Hotelkeeper shall undertake to provide the agreed services within the extent corresponding to its standard.

#### **Article 11: Liability of the Hotelkeeper for damages to the items brought-in**

11.1 The Hotelkeeper shall be liable pursuant Article 970 et seq. of the General Civil Code for items brought-in by the Contracting Party. The liability of the Hotelkeeper shall come into force only where the items have been submitted to the Hotelkeeper or to persons authorized by the latter or have been put at a place indicated by the Hotelkeeper or designated for that purpose. If the Hotelkeeper fails to certify the above, the Hotelkeeper shall be liable in the cases of personal guilt or guilt of its employees, as well as any incoming or outgoing persons. The Hotelkeeper shall be liable pursuant to Article 970, para 1 of the General Civil Code to the maximum amount stipulated by the Federal Law dated 16th November 1921 on the liability of hotelkeepers and other entrepreneurs, as amended. If the Contracting Party or the guest fails to meet forthwith the request of the Hotelkeeper to deposit its items at a special place designated for storage, the Hotelkeeper shall be released from any liability. The amount of any possible liability of the Hotelkeeper shall be limited to maximum the insurance amount under the “third-party liability” insurance policy of the respective hotelkeeper. The guilt of the Contracting Party or the guest should be taken into account.

11.2 Any liability of the Hotelkeeper for ordinary negligence shall be excluded. If the Contracting Party is an undertaking, any liability for gross negligence shall also be excluded. In such cases, the Contracting Party shall bear the burden of proof for the presence of guilt. On no occasion shall any consequential loss or damages, as well as lost profits be compensated.

11.3 The Hotelkeeper shall be liable for any valuables, money or securities only to the amount of EUR 750.00. The Hotelkeeper shall be liable for any damages exceeding the above only in case such items have been accepted for storage with the knowledge of their nature or in case such damages are incurred through its personal fault or the fault of its representatives. The limitation of the liability under 12. 1 and 12. 2 shall apply accordingly.

11.4 It is explicitly clarified, that submission at the place for deposition shall constitute no grounds for the existence of an agreement for safe keeping. In case of loss or damage to vehicles parked or maneuvering on the territory of the boarding-house and any property therein contained, the Hotelkeeper shall bear no liability, unless intent or gross negligence is blamed on him. This is applicable also for the executive staff of the boarding-house. The limitation of the liability under 12. 1 and 12. 2 shall apply accordingly.

11.5 In any case of accepted storage, the liability shall be excluded, if the Contracting Party and/or the guest have failed to notify the Hotelkeeper for any damages incurred immediately after awareness thereof. Moreover, such claims should be lodged through the court within three years after awareness or possible awareness by the Contracting Party, the Guest respectively; otherwise the right shall lapse.

#### **Article 12: Limitation of Liability**

12.1 If the contracting party is a consumer, any liability of the Hotelkeeper for ordinary negligence shall

be excluded, except for damages resulting from death, body injury or health impairment.

12.2 If the Contracting Party is an undertaking, any liability of the Hotelkeeper for ordinary or gross negligence shall be excluded. In such cases, the Contracting Party shall bear the burden of proof for the presence of guilt. No consequential loss, nonmaterial damages or remote damages, as well as lost profits shall be compensated. Any damage subject to compensation shall in all cases be limited to the amount of the compensation for damages incurred on the grounds of reliance in the validity of the agreement.

12.3 Any items left behind by clients shall be sent additionally only in case of client acceptance of shipping risks and at the account of the client. In this respect, any liability on our behalf shall be excluded.

### **Article 13: Access of Pets**

13.1 Any presence of pets at the boarding-house shall be allowed only upon prior approval by the Hotelkeeper and against additional pay.

13.2 The Contracting Party, taking along its pets, shall undertake to take care of them, respectively duly supervise them during its stay or assign third parties to take care, respectively supervision thereof at its own account.

13.3 The Contracting Party, respectively the guest, taking along its pets should have the corresponding "third party liability for animals", respectively private "third party liability", covering any possible damages incurred by animals. The certificate for the corresponding insurance shall be presented to the Hotelkeeper upon request.

13.4 The Contracting Party, its insurer shall be jointly liable before the Hotelkeeper for any damages, incurred by any pets brought-in. The damages shall also include in particular any indemnities due by the Hotelkeeper to third parties.

### **Article 14: Extension of the Accommodation Period**

14.1 The Contracting Party shall not be entitled to extension of its stay. Should the Contracting Party express on a timely basis its wish to extend its stay, the Hotelkeeper may agree to extend the period of the Accommodation Agreement. However, the Hotelkeeper shall have no obligation thereof.

14.2 If as on the date of departure, the Contracting Party is unable to leave the boarding-house, as all transportation means are blocked or unusable due to unforeseen circumstances (ex. heavy snowfall, flood etc.), the period of the Accommodation Agreement shall automatically be extended with the duration of the impossibility to depart. Any decrease in the price for the said period shall be possible, only where due to extraordinary atmospheric conditions the Contracting Party may not use in full the services offered by the boarding-house. The Hotelkeeper shall be entitled to require at least the price corresponding to the amount usually charged outside the active season.

### **Article 15: Termination of the Accommodation Agreement – Early Termination**

15.1 If the Accommodation Agreement has been concluded for a definite term, it shall terminate upon its expiration.

15.2 If the Contracting Party departs before the agreed date, the Hotelkeeper shall be entitled to require the total agreed price. The Hotelkeeper will deduct from the said price any amounts saved as a result of failure to use the services offered or any amounts received by him from renting the booked rooms to other persons. Savings shall be present only where as of the moment of failure to use the premises booked by the

guest, there is no free capacity at the boarding-house and where due to the cancellation by the Contracting Party the premises may be rented to other guests. The burden of proof for the presence of savings shall be born by the Contracting Party.

15.3 The death of the guest shall lead to termination of the agreement with the Hotelkeeper.

15.4 The Hotelkeeper shall be entitled to terminate the Accommodation Agreement with immediate effect for a significant cause mainly where the Contracting Party, respectively the guest

?) incurs significant damages to the premises during use or by his unscrupulous, indecent or even gross unbecoming behavior, annoys the other guests, the owner, his staff or any third parties living or visiting the boarding-house, or commits indictable offence against such persons, against the property, the ethical norms or the bodily inviolability;

b) is infected by a contagious disease or another disease outside its stay at the boarding-house or needs care otherwise;

c) fails to pay any invoices submitted when they fall due within a reasonable term (3 days).

15.5 In case the performance of the agreement becomes impossible due to circumstances assessed as force majeure (ex. natural calamities, strike, lockout, administrative measures etc.), the Hotelkeeper may at any time terminate the Accommodation Agreement without any notice, unless the agreement is already deemed terminate by law or the Hotelkeeper is released from its obligation for accommodation. Any possible claims by the Contracting Party for compensation for damages etc. shall be excluded.

#### **Article 16: Illness or Death of the Guest**

16.1 If during his stay at the boarding-house the guest falls ill, upon the request of the latter the Hotelkeeper or its representative shall provide information and assistance towards finding medical service. If any delay presents risks, the Hotelkeeper shall organize medical service also without the explicit consent of the guest, especially if this is necessary and the guest is unable to take care about it by himself.

16.2 While the guest is unable to take decisions by himself or no contact with his family members is possible, the Hotelkeeper shall provide medical service at the account of the guest. However, such extraordinary measures shall be terminated as of the moment where the guest is able to take decisions by himself or his family members have been notified about his condition.

16.3 The Hotelkeeper shall be entitled to reimbursement by the Contracting Party and the guest, and in case of death – by their legal successors of the following expenses

?) any outstanding bills for medical service, transportation of the patient, medicines and auxiliaries;

b) any disinfection needed for the premises;

c) any covers, bed linens or bedroom equipment that has become unusable, otherwise or due to the disinfection or thorough cleaning of such items;

d) any restoration of walls, furniture, carpets etc. in case they have been soiled or damaged due to the illness or the occurrence of death;

e) any rent of the room, in case the room has been used by the guest, plus any days of possible impossibility to use the premises due to disinfection, cleaning etc.;

f) any other possible damages incurred for the Hotelkeeper.

## **Article 17: Place of Performance, Court of Jurisdiction and Governing Law**

17.1 The place of performance shall be where the boarding-house is located.

17.2 This Agreement shall be governed by the Austrian formal and substantive law precluding the provisions of the international private law (in particular the Federal Law on the international private law and the Rome Convention on the law applicable to contractual obligations), as well as the UN Convention on contract for the international sale of goods.

17.3 In case of transactions between two undertakings the exclusive court of jurisdiction shall be according to the seat of the Hotelkeeper, and in addition the latter shall be entitled to lay claims also before any locally and factually competent court.

17.4 If the Accommodation Agreement is concluded with a contracting party, who is a consumer with domicile, respectively permanent residence in Austria, any claims against the consumer may be laid only according to the domicile, permanent residence or place of business of the consumer.

17.5 If the Accommodation Agreement is concluded with a contracting party, who is a consumer with domicile in a Member State of European Union (excluding Austria), Iceland, Norway or Switzerland, the locally or factually competent court of the consumer's domicile shall have exclusive competence for any claims lodged against the consumer.

## **Article 18: Miscellaneous**

18.1 Unless otherwise provided for by the preceding provisions, the terms shall begin to expire as of the moment of handing in to the contracting party of the document, determining the term to be observed. When calculating any term defined in days, the day on which the moment or the event marking the commencement of the term falls, shall be excluded. Any terms defined in weeks or months shall refer to that day of the week or the month, which by its name or number corresponds to the day, which is used to count the term. If there is no such date in the month, the last date of the month shall be valid.

18.2 Any statements should be received by the other Contracting Party on the last day of the term (0:00 a.m.).

18.3 The Hotelkeeper shall be entitled to deduct any receivables of the Contracting Party from its own receivables. The Contracting Party shall not be entitled to deduct any receivable of the Hotelkeeper from its own receivables, unless the Hotelkeeper is insolvent or the receivable of the Contracting Party has been ascertained by court ruling or acknowledged by the Hotelkeeper.

18.4 In case of any gaps in the agreement, the respective legal provisions shall apply.

18.5 In case of discrepancies and interpretive ambiguities, the original German language version of this Terms & Conditions Agreement prevails.