

GENERAL TERMS AND CONDITIONS OF BUSINESS

HOTEL JOSEFINE

Hotel Josefine Betriebs GmbH

FN 517954y

Esterhazygasse 33

1060 Vienna

www.hoteljosefine.at

1. SUBJECT

- 1.1 These General Terms and Conditions of Business (hereinafter called "**GTCB**") govern the conclusion of the contract and the contractual relationship between Hotel Josefine Betriebs GmbH (hereinafter called "**Hotel Josefine**") and the hotel guest, the organiser and other contractual partners (hereinafter called the "**Contractual Partner**").
- 1.2 The services to be rendered by Hotel Josefine under the contract are composed primarily of accommodation for guests, the letting of rooms for events (for example for seminars, conferences and celebrations) in return for payment as well as the sale of food and beverages and all other services connected with the business operations of Hotel Josefine.
- 1.3 Divergent or contradictory terms and conditions of business of the Contractual Partner are not valid and do not form part of the contract between Hotel Josefine and the Contractual Partner unless Hotel Josefine grants its express written consent prior to the conclusion of the contract. Any confirmation to the contrary by the Contractual Partner referring to his/her general terms and conditions of business are hereby expressly opposed.
- 1.4 The General Terms and Conditions of Business for the Hotel Industry 2006 (*Allgemeine Geschäftsbedingungen für die Hotellerie 2006*), as amended, apply as a supplement to these GTCB.
- 1.5 Hotel Josefine only performs hotel services on its own behalf. However, third party services for which Hotel Josefine acts as an intermediary (for example, concert, theatre or opera tickets, excursions, transport services, restaurant reservations) are to be considered purely as associated services. The application of the Austrian Package Tours Act (*Pauschalreisegesetz*) within the meaning of § 2 (2) Z 2 and Z 3 is excluded.
- 1.6 These GTCB constitute an integral part of the contract both with consumers and business undertakings unless these GTCB contain a provision to the contrary.

2. CONTRACT CONCLUSION

- 2.1 The language of the contract and negotiations is German.
- 2.2 The Contractual Partner states that he/she is in agreement with these GTCB.
- 2.3 All reservations, amendments and cancellations by the Contractual Partner must be made in writing; electronic communications (email and fax) are also acceptable for this purpose.
- 2.4 The availability of the products and services presented and offered on <https://theguesthouse.at/> (hereinafter called the "Website") are subject to final confirmation. Pictures are only symbolic. Descriptions of services on the Website are without any warranty or guarantee.
- 2.5 All prices indicated by Hotel Josefine are gross prices in Euros, not binding, and include all taxes and fees imposed by law. Amendments to prices caused by amendments to the law regarding taxes and fees are for the account of the Contractual Partner.
- 2.6 The description of products and services on the Website do not constitute binding offers by Hotel Josefine; their purpose is rather to permit the Contractual Partner to make a binding offer.

- 2.7 The contract comes into being by the acceptance of the Contractual Partner's booking by Hotel Josefine in the form of a written order confirmation sent to the Contractual Partner; the time of arrival of the order confirmation at the Contractual Partner's premises is definitive for the time of the conclusion of the contract.
- 2.8 Hotel Josefine is entitled to conclude the contract subject to an advance payment by the Contractual Partner. In this case Hotel Josefine will inform the Contractual Partner before accepting his/her booking about the requirement for an advance payment. If the Contractual Partner states that he/she agrees to the advance payment, Hotel Josefine hereby states that it will accept the Contractual Partner's offer at the point in time at which the client activates the payment procedure by clicking on the button of the Website which concludes the order process. This does not apply if the advance payment is made by means of a credit card, in which case Hotel Josefine must also expressly accept the booking so that a valid contract is concluded.
- 2.9 Hotel Josefine is entitled to request a reasonable deposit from the Contractual Partner at the time of the guest's arrival at the hotel, and in the case of bookings made by a credit card, to debit the card with the amount of the deposit.
- 2.10 Hotel Josefine is entitled to provide the actual accommodation services in a comparable hotel.

3. CANCELLATION OF OVERNIGHT STAYS

- 3.1 Provided that Hotel Josefine and the Contractual Partner have not agreed any provisions to the contrary, the following conditions in respect of cancellations are deemed to be agreed.
- a) The Contractual Partner is entitled to cancel his/her reservation without charge up to 4.00 pm on the day prior to arrival. If the reservation is cancelled later, Hotel Josefine will invoice the first night.
 - b) The special offers ("packages") displayed on the Website and booked by the Contractual Partner may be cancelled without charge up to 4.00 pm two days prior to arrival. If the reservation is cancelled later, Hotel Josefine will invoice the entire stay that was booked.
 - c) Booking for overnight stays during special high season periods (which are indicated separately, such as the Christmas period) may be cancelled without charge by the Contractual Partner up to 4.00 pm 14 days prior to arrival. If the reservation is cancelled later, Hotel Josefine will invoice the entire stay that was booked.
 - d) Non-cancellable rates ("*non-ref*") which are indicated as such at the time of booking will be invoiced in full for the entire period of the stay when the booking is made. The booking cannot be cancelled or changed and the entire period of the stay will always be invoiced.
- 3.2 Any cancellation fees will be invoiced directly after the cancellation of the booking by the Contractual Partner and will be deducted from any advance payment made by the Contractual Partner. Any surplus will be remitted back to the account indicated by the Contractual Partner; costs will be for the account of the Contractual Partner. If credit card details are provided by the Contractual Partner as security, the Contractual Partner hereby expressly agrees to the corresponding debit by The Guesthouse Vienna.

4. LIABILITY

- 4.1 The liability of Hotel Josefine for valuables introduced into the hotel by guests is limited to the sum of EUR 1,100.00 provided that the loss or damage is not due to the manager or his staff. Hotel Josefine is liable for valuables, money and securities up to an amount of EUR 550.00 unless the items were accepted in full knowledge of their nature or the loss or damage was due to the manager or one of his staff. Items of personal use (for example, cameras, video cameras, CD players, fur coats, mobile phones, notebooks, kindles and similar) or other items which the guest wears on his or her body (for example clothing, wallets, purses, jewellery and similar) are not deemed to be valuables. These items will not be replaced by The Guesthouse Vienna. The liability of Hotel Josefine does not commence until the guest brings the items into the hotel. Items brought into the hotel are to be understood as those items which the guest gives to Hotel Josefine or one of its staff at a location indicated by them or a place for that purpose. The mere instruction to store the items in a particular manner (for example in a room safe or similar) does not constitute in itself any particular method of storage which gives rise to a liability on the part of The Guesthouse Vienna. Liability is excluded in every case if the guest fails to inform Hotel Josefine immediately he/she becomes aware of the loss or damage. Valuables and cash may be deposited either in the room safe or in The Guesthouse Vienna's safe (subject to availability of space) free of charge. The maximum liability for cash and jewellery proven to have been deposited in the room safe is EUR 3,600.00.
- 4.2 Items left behind by the guest during their stay will be returned at the Contractual Partner's risk and expense only if so requested within 14 days of their stay, provided that they have a recognisable value greater than EUR 10.00. If the items have no apparent value, they will be consigned to the lost property office or disposed of by Hotel Josefine after this date. The maximum liability for cash or jewellery proven to have been deposited in the room safe is EUR 3,600.00.
- 4.3 With the exception of injury to persons, Hotel Josefine is not liable to consumers in the event of minor negligence. Hotel Josefine is only liable to business undertakings in the event of gross negligence and intent; in such cases the burden of proof lies with the business undertaking; consequential loss or damage, intangible loss or damage and lost profit will in no case be compensated.
- 4.4 Hotel Josefine is not liable if the Contractual Partner, his/her employees, authorised representatives, visitors or guests lose items during or in connection with events or when visiting the restaurants and adjacent rooms; this also applies to theft. The Contractual Partner can deposit valuables, luggage or money in the rooms allocated for this purpose or in the safe; in this case the liability of Hotel Josefine is limited to EUR 3,600.00.
- 4.5 No liability is accepted for valuables brought into Hotel Josefine that are not deposited with Hotel Josefine for safekeeping. The Contractual Partner must arrange adequate insurance for valuable he/she brings into the hotel
- 4.6 If the person incurring the loss or damage is responsible for this loss or damage, Hotel Josefine reserves the right to compensate the loss or damage only in the amount corresponding to the person's culpability. Hotel Josefine will not compensate that part of the loss or damage due to the culpability of the person incurring the loss or damage. Innkeeper's liability does not apply to Hotel Josefine provided that it can furnish proof that the loss or damage was caused neither by the

innkeeper or his staff nor by third parties entering and leaving the premises. Third parties entering and leaving the premises are to be understood, for example, as guests and suppliers but not thieves or burglars.

5. EVENTS

- 5.1 All rooms and areas of Hotel Josefine are made available in accordance with the individual agreements related to the booking. Unless this requirement for assertion was waived, the Contractual Partner must lodge any complaints about any deficiencies when the rooms and areas that were booked are made available. Changes in or to the leased premises, technical equipment, installations and furniture may only be made with the consent of Hotel Josefine and if such costs are paid by the Contractual Partner.
- 5.2 If food is to be served at events, the Contractual Partner must inform Hotel Josefine in writing about the exact number of persons attending the event not later than two working days before its commencement. The number of participants indicated by the Contractual Partner is deemed to be the guaranteed minimum number of persons attending the event, based on which Hotel Josefine will complete its preparations and which will always be invoiced to the Contractual Partner. Additional orders for food, beverages, tobacco products etc. will also be invoiced by The Guesthouse Vienna
- 5.3 If the Contractual Partner fails to inform Hotel Josefine as required in Clause 5.2, the number of persons attending the event indicated by the Contractual Partner at the time of booking will be deemed to be agreed and binding. Hotel Josefine will only reduce its invoice to the Contractual Partner if the number of persons attending the event is more than 20% below the number indicated at the time of the booking. If the number of persons is more than 25% less, Hotel Josefine is entitled to move the event to different rooms and/or tables.
- 5.4 Unless otherwise expressly agreed, all beverages ordered in connection with the event will be invoiced to the Contractual Partner according to actual consumption.
- 5.5 Any decorative material or other items that the Contractual Partner intends to install for the event must be confirmed in writing as acceptable in advance by The Guesthouse Vienna; all such installations are prohibited in the absence of this confirmation. The installation must be undertaken by relevant specialists. Fire regulations must be observed. All costs for the arrangement of the room in which the event is held and restoring it to its previous condition must be borne in full by the Contractual Partner.
- 5.6 The right is reserved to make changes to the room(s) for the event booked by the Contractual Partner provided that these are reasonable for the Contractual Partner after taking the interests of Hotel Josefine into account
- 5.7 The transfer to third parties in any form whatsoever by the Contractual Partner of the premises placed at his/her disposal by Hotel Josefine (for example by sub-letting) is prohibited without the prior written consent of Hotel Josefine
- 5.8 Hotel Josefine accepts no liability for technical disruptions during the course of the event, in particular the Internet connection, interruptions or malfunctions of the energy supplies (electric power, water) and for breakdowns of any nature whatsoever.

- 5.9 Access to the rooms and areas which are the subject of the contract must be made available to official control bodies, representatives of public authorities as well as staff and representatives of Hotel Josefine at any time before, during and after the event.
- 5.10 The Guesthouse Vienna's own staff will be deployed for simple technical work; their services will be invoiced to the Contractual Partner at the rate per hour or part thereof customary in the locality and according to the time taken plus any surcharges (e.g. holiday, night and/or week-end premiums). If technical work by third parties is necessary for events, the costs thereof will be passed to the Contractual Partner. Third parties may only work in or modify the hotel building with the prior written consent of The Guesthouse Vienna.
- 5.11 The conduct of the event and all activities relating to the contract by the Contractual Partner must comply with the standards and reputational standing of The Guesthouse Vienna. Other events in the hotel or hotel guests must not be disturbed by the Contractual Partner's event or by any installation or dismantling work.
- 5.12 All promotional activities by the Contractual Partner must be approved in writing by Hotel Josefine if the latter is specifically named therein; this applies in particular to posters, programmes, broadcasts, mail-shots etc. Announcements about and notifications of an event may only use the name previously agreed by The Guesthouse Vienna. The use of the hotel name or logo for media and printed matter etc. is only permitted with the prior written consent of The Guesthouse Vienna. If the consent of Hotel Josefine was not granted in advance, Hotel Josefine is at liberty to cancel the event.
- 5.13 Machines and devices which the Contractual Partner brings into the hotel and/or operates in the hotel must comply with the relevant provisions of law and be safe to operate in every case. If so requested, written confirmation to this effect must be submitted to The Guesthouse Vienna.
- 5.14 The Contractual Partner is obliged to obtain all permits that are necessary and required by law in respect of the event at his own expense and to submit these to Hotel Josefine not later than 14 working days prior to the commencement of the event. The Contractual Partner will indemnify and hold harmless Hotel Josefine against all losses, particularly penalties/ administrative fines, copyright claims by third parties arising from the failure to comply with requirements mandated by commercial law and other requirements, in particular the failure to pay fees. This also particularly applies to events in which music is played (AKM).
- 5.15 All items delivered or sent to Hotel Josefine by the Contractual Partner in connection with events must be notified to Hotel Josefine in good time in advance. Hotel Josefine reserves the right to define the time of delivery and not to accept packages which are inadequately labelled or are subject to customs duties. Storage of such items is free of charge up to the time of the event. Hotel Josefine accepts no liability for the completeness of the consignment, its theft or any damage thereto. Hotel Josefine is in particular also under no obligation to conduct random tests on the deliveries.
- 5.16 The provision of food, beverages and other goods by the Contractual Partner requires the prior written consent of The Guesthouse Vienna. Any costs arising in this connection (for example corkage, use of crockery and disposal charges) will be invoiced separately to the Contractual Partner by The Guesthouse Vienna.
- 5.17 The Contractual Partner must ensure that he/she himself or a person authorised by the Contractual Partner is present during the entire period of use of the event rooms.

- 5.18 Hotel Josefine will provide the appropriate number of staff requested to service the event. If the Contractual Partner should require additional staff to meet particular requirements, Hotel Josefine will invoice these persons by the hour and number of additional staff. If staff are required to be continuously present during the event, Hotel Josefine will invoice such staff in addition at the corresponding hourly rate by the hour or part thereof depending on the daytime or night-time rate.
- 5.19 If the Contractual Partner wishes to use the rooms allotted to him/her by Hotel Josefine for a period longer than the agreed period, the latter is entitled to invoice supplementary hire charges in addition to the fee already agreed. In this case a separate contractual agreement is concluded.
- 5.20 The Contractual Partner is liable for all loss and damage, including consequential losses, caused by him/herself, persons employed by or engaged (sub-contractors) by him/her and by his/her visitors and guests. This applies in particular to damage to the building and its contents and fixtures resulting from the event, to damage during the introduction of items, to damage during installation and/or dismantling as well as all consequences resulting from the number of visitors exceeding the agreed maximum number. If necessary, Hotel Josefine will require the conclusion of suitable insurance policies for the event by the Contractual Partner.
- 5.21 If the event involves religious or political content, the Contractual Partner is required, without being so requested, to notify Hotel Josefine of this fact not later than the time of the conclusion of the contract.
- 5.22 The following cancellation conditions are deemed to be agreed for events; in such a case the contractually agreed number of persons will be used when calculating the aggregate revenue (food and/or beverages):
- a) up to 60 days before the event; no cancellation fee;
 - b) up to 30 days before the event: 100% of the room rental and 50% of the anticipated aggregate revenue from food;
 - c) Up to 10 days before the event: 100% of the room rental and 85% of the anticipated aggregate revenue from food;
 - d) less than 10 days before the event: 100% of the anticipated aggregate revenue (beverages and food) and 100% of the room rental as well as all supplementary costs ordered (for example technical staff, decoration, staff etc.).
- 5.23 Contractually agreed room rentals apply exclusively for the provision of the premises and the furniture provided by Hotel Josefine and include Value Added Tax imposed by law. The invoice for the estimated aggregate costs will be rendered on the day of the contract conclusion and is payable 10 days from the invoice date. Additional costs will be invoiced separately after the event and are due for immediate payment.

6. RESCISSION

- 6.1 Without prejudice to the entitlement to the claim for payment in its entirety, Hotel Josefine is entitled to rescind the contract if:

- a) the Contractual Partner fails to make a payment that is due in spite of a grace period of 7 days;
- b) the problem-free running and/or security of Hotel Josefine or its guests is compromised by the Contractual Partner;
- c) any necessary official approvals are not submitted or the event is prohibited by public authorities;
- d) performance of the contract is impossible due to force majeure, strikes or other circumstances for which Hotel Josefine is not responsible;
- e) events are booked using misleading or false information or concealment of facts material to the contract; "material to the contract" includes but is not limited to the identity of the contractual partner or his/her guests, his/her financial solvency and/or the purpose of the event;
- f) holding the event is unlawful.

7. USE OF THE INTERNET AND WLAN

- 7.1 Hotel Josefine will provide a wireless internet access (WLAN) and will offer the Contractual Partner the facility of the shared use of this Internet access for the duration of his/her stay. The Contractual Partner is not entitled to enable third parties to use this WLAN. Hotel Josefine is not able, and also in the context of this shared use by the Contractual Partner, to guarantee the actual availability, suitability or reliability of this Internet access. Hotel Josefine is entitled at any time to restrict the Contractual Partner's access in whole or in part or intermittently or to bar him/her from further use of the Internet access. Hotel Josefine is entitled at its reasonable discretion to block access to specific Internet sites or services via the WLAN at any time.
- 7.2 Use of the WLAN is conditional on the Contractual Partner registering in advance for use of the WLAN hotspot and/or accepting the application of these conditions of use when first using the hotspot. This can normally be done when selecting the hotspot as a WLAN network in the device via a registration form that can be downloaded or via a landing page. Hotel Josefine may amend, temporarily restrict or discontinue this access at any time. The latest version of these conditions of use apply and can be downloaded by the Contractual Partner when registering for the hotspot.
- 7.3 The Contractual Partner is aware that the WLAN only creates the facility for accessing the Internet. Hotel Josefine does not provide additional security measures (e.g. virus protection, a firewall etc.). Data transfers via the WLAN use WPA2 encryption. Content that is downloaded is not examined by The Guesthouse Vienna. Use of the WLAN is at the Contractual Partner's own risk. Hotel Josefine accepts no liability for damage to the Contractual Partner's terminals or data caused by the use of the WLAN unless the loss or damage was caused by intent or gross negligence on the part of Hotel Josefine and/or its vicarious agents.
- 7.4 The Contractual Partner is responsible for the data transmitted via the WLAN as well as the services received and the acts of legal significance transacted thereby. The Contractual Partner must bear the costs of any third-party services requested via the WLAN.
- 7.5 The Contractual Partner will in particular

- a) refrain from unlawfully reproducing, distributing or making works protected by copyright publicly accessible; this applies in particular in connection with the uploading and downloading of file-sharing programs or similar offerings;
 - b) refrain from using the WLAN for downloading or the distribution of immoral or unlawful content;
 - c) observe relevant regulations for the protection of minors;
 - d) refrain from sending or distributing derogatory, slanderous or threatening content;
 - e) refrain from using the WLAN to send spam and/or other forms of illicit advertising;
- 7.6 The Contractual Partner will hold Hotel Josefine harmless from all third party claims for loss or damage attributable to the unlawful use of the WLAN by the Contractual Partner and/or a breach of this agreement. This indemnification also extends to the costs and expenses associated with the claim and defence against the claim.
- 7.7 The Contractual Partner is aware that Hotel Josefine records and archives the IP address, MAC address, date and duration of every use of the WLAN with the purpose of protecting Hotel Josefine to the extent possible and necessary and for establishing which user used the WLAN at what time.

8. DATA PROTECTION

- 8.1 Hotel Josefine processes the Contractual Partner's personal data for specific purposes and in accordance with the provisions of law. The Contractual Partner gives his/her consent to the processing and archiving of his/her personal data (for example name, email address, street address and payment details etc.) by Hotel Josefine in the performance of the contract
- 8.2 For the proper performance of services that have been ordered, Hotel Josefine is entitled to pass the Contractual Partner's personal data to booking platforms used to book tourism-related services and also to service-providers who perform tourism-related or other services; Hotel Josefine is also entitled to pass such personal data to public bodies and authorities for purposes required under registration and taxation law and for other purposes stipulated by law.
- 8.3 The Contractual Partner is obliged to provide information on any changes to his/her address in so far as performance of the contract has not been completed by both parties. In the event of failure to provide this information, notices are deemed to have been served if they are sent to the last address notified.
- 8.4 The Contractual Partner has the right to receive information free of charge from Hotel Josefine about his/her personal data saved by the latter if the Contractual Partner makes a written request to this effect. The Contractual Partner has the right to correct inaccurate data and the right to the deletion of his/her data provided that no statutory retention period precludes its deletion.
- 8.5 A detailed description of the shared rights and obligations as well as information on the contact persons responsible for questions relating to data protection are contained in the Privacy Statement which can be downloaded from: [\[Link\]](#)

9. CONTACT

- 9.1 The Customer Service Department of Hotel Josefine can be reached on the telephone at +43 1 58870 and by email at bonjour@hoteljosefine.at.

Hotel Josefine

Hotel Josefine Betriebs GmbH

Esterhazygasse 33

1060 Vienna.

UID ATU 74805357

Company register number FN 517954y

10. COPYRIGHT

- 10.1 All copyrights to all images, texts, software, web design and other materials to be found on the Website are the property of Hotel Josefine unless expressly indicated otherwise. The use of image material without prior written consent is prohibited. In the event of unlawful use, Hotel Josefine reserves the right to charge a usage fee for the period of use.

11. MISCELLANEOUS PROVISIONS

- 11.1 Smoking in the hotel is expressly forbidden. In the event of failure to comply with the prohibition of smoking, Hotel Josefine has the right to pass to the customer all penalties for infringement of the Tobacco Act (*Tabakgesetz*) and any cleaning costs. If a smoke alarm/fire alarm is activated due to failure to comply with the prohibition of smoking in the premises of The Guesthouse Vienna, the call-out costs of the Vienna Fire Brigade will be passed to the initiator.
- 11.2 The place of performance for the contract concluded between the seller and the purchaser is Vienna. This does not apply for contracts with consumers.
- 11.3 The law of the Republic of Austria is deemed to apply between the seller and the purchaser as expressly chosen as the explicit choice of law but with the exclusion of the referral norms of international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods. However, the mandatory provisions of the law of the state in which the consumer normally resides are not displaced.
- 11.4 The Vienna Commercial Court has sole jurisdiction to decide on all disputes arising from contractual relationships in which a consumer is not involved.