



1. Unless otherwise expressly agreed in writing, these general terms and conditions hereinafter shall apply for all contracts, the subject matter of which is the provision of hotel rooms or accommodation in the Parkhotel Theresienhöhe, including any ancillary services, as well as for all counter-performances to be rendered by the clients.

If the contract is concluded for the hotel guest by a third party, both the signatory and the hotel guest shall be liable *vis-à-vis* the hotel as joint debtors for all obligations resulting from the hotel accommodation contract.

2. Unless otherwise agreed in writing, the contract is not expected to be cancelled either on the part of the hotel or on the part of the client/ordering party. However, if for any reason the client/ordering party cannot make use of the performance contractually agreed upon, the hotel shall be entitled to demand that the ordering party / client remit the contractually agreed amount minus a lump sum of 20% for expenditure saved. The client is at liberty to prove that the hotel incurred a lower level of damage so that only a lower amount can be demanded by the hotel or a higher amount shall be repaid.
3. The client is obliged to pay the amount that has been agreed upon at the agreed points in time. Failing this, the hotel shall, for its part, be entitled to withdraw from the contract after sending a reminder stating an appropriate extension of the deadline. In this case, the hotel is at liberty to assert its claims as a lump sum in the same way as if the client had cancelled the contract (Item 2). The hotel can thus demand the amount agreed upon minus an amount for saved expenditure, which is set at a fixed sum of 20%. The client is at liberty to prove the damage incurred by the hotel was less and that it can therefore only demand a lower level of compensation for damages.
4. If force majeure (acts of God) or other circumstances beyond the control of the hotel make it impossible for the hotel to fulfil the contract, it shall be exempted from the obligation to perform. The hotel must immediately draw attention to this fact to provide the client with the opportunity to reserve a hotel room somewhere else. In such cases, the client is not entitled to compensation for damages; however he is also not obliged to pay the amount agreed upon.

If the room is booked for the Oktoberfest or other major events and these events ultimately do not take place for any reasons, the obligations to perform shall cease to apply for both parties. However, the hotel shall be entitled to demand 25% of the amount agreed upon as a processing fee. Any amounts paid that exceed this sum shall be reimbursed to the client.

5. Obligations to pay compensation for damages on the part of the hotel shall – to the extent legally permissible - be restricted to cases of wilful intent or gross negligence.