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**1. Scope**

- These General Terms and Conditions of Business shall apply to all contracts for the surrender of hotel rooms and/or apartments for accommodation entered into by a hotel of the Four Peaks Hospitality Group (Four Peaks and/or Hotel) as the operating company of Four Peaks Hotels in Austria and third parties (“Guest”), and to all other services and deliveries rendered by the Hotel (“Accommodation Contract”). This includes use of the wellness and SPA areas, where available.
- In addition, the respective house rules for the hotels, including all restaurants and sales areas as well as the house rules of the respective SPA areas, shall apply.
- Contrary to these General Terms and Conditions of Business, the General Terms and Conditions of Business for Events apply to events, including catering.

**2. SPA / fitness / memberships**

- Use of the SPA, fitness and/or wellness area of the hotel is only permitted to external customers upon presentation of the valid membership card and/or customers with a room card. A membership card is only necessary if use of the SPA, fitness and/or wellness area of the hotel is offered by the hotel by way of a membership card. This membership card is personal, non-transferable and must be presented as proof of identity each time the facility is visited. The customer undertakes to ensure the safekeeping of his membership card. Any loss of the membership card must be reported to the hotel without delay. A processing fee in the sum of EUR 50.00 shall be charged for the issue of a new membership card. The hotel is to be notified in writing without delay of changes of address and name, as well as changes of bank and account details.
- The facilities of the SPA, fitness and/or wellness area of the hotel can only be used during the official opening hours. The hotel reserves the right to make changes to the fitness and course offerings. The hotel reserves the right to restrict access to the facilities in the case of exclusive bookings for up to 5 days each month to an extent that is reasonable for the customers. Such restrictions shall be announced at least 3 days in advance by way of notices in the SPA, fitness and / or wellness area, or in writing.
- Financial compensation shall only be paid in the event of a complete closure of all facilities of the SPA, fitness and / or wellness area for a period longer than [5 days].
- An annual revision is expressly excluded from financial compensation arrangements.
- The staff present are entitled to issue instructions insofar as this is necessary to maintain orderly operation of the hotel’s SPA, fitness and / or wellness area, order and safety or compliance with the house rules. These instructions must be followed.
- The customer undertakes to pay the agreed, monthly, fee for membership and the one-off support package in accordance with the membership contract. The agreed prices include the respective statutory value added tax.
- Payment of the fee shall be made exclusively via SEPA direct debit, and shall be collected by the hotel on the 10th of each month. In the event that the 10th of a month falls on a public holiday or a weekend, the direct debit shall be postponed to the next working day. Notification of bank details as well as consent to the direct debit procedure of the account holder shall be made in writing with the membership contract.
- The care package is settled in accordance with the membership contract via the first direct debit.
- In the event of unpaid or returned direct debits due to insufficient funds or unauthorised cancellation, the hotel shall be entitled to charge the customer for the returned direct debit and collect it with the next direct debit. In the event of return direct debits, the hotel shall charge EUR 10.00, including the respective statutory VAT, as a return direct debit fee including postage, plus the bank charges incurred.

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- Unless otherwise agreed, the contract period shall be twelve months.
  - Either party may terminate the membership by way of one month's notice to take effect at the end of the minimum contract period.
  - If no notice of termination is given, the contract shall be extended by a further six months in each case.
  - Following expiry of the extension period, the period of notice for both parties shall be one month to take effect at the end of a month.
  - Any termination shall be subject to the written form. This does not affect the right to terminate without notice.
  - In the event of verifiable sports incapacity, which lasts for at least one month, certified by a doctor, membership may be suspended for a limited period for the duration of the verifiable sports incapacity insofar as use of the entire SPA, fitness and/or wellness area is excluded due to the illness. Membership is free of charge during the period of suspension. The suspension of membership shall end following the end of the incapacity. Subsequent proof cannot be taken into account.
  - Membership can be transferred to another person for a processing fee of EUR 20.00, including the respective statutory value added tax provided a good reason against a transfer does not apply. Such a reason may also arise because of the character to whom the membership is to be transferred. A transfer is only possible from the 1st of the month following the assertion of the transfer, and must be in writing.

### **3. Reservations**

- Upon making a reservation, the guest offers to enter into an accommodation contract.
- If the booked room is available, the guest shall receive a reservation confirmation from the hotel.
- An accommodation contract entered into by the hotel and guest is brought about by way of such acceptance of the reservation made by the guest.
- Offers made by the hotel with regard to available rooms are subject to change and non-binding.
- The hotel may refuse to enter into an accommodation contract at its own discretion.
- There is no entitlement to claim the accommodation service in a specific room.
- The hotel reserves the right to define industry-standard restrictions such as minimum stays, booking guarantees or deposits for specific dates.

### **4. Withdrawal by the customer (e.g. discontinuation, cancellation) / non-utilisation of the hotel's services**

- Cancellation by the customer of the contract entered into with the hotel is subject to written consent by the hotel. If such consent is not granted, the agreed price in accordance with the contract shall be payable, including if the customer does not make use of the contractual services. This shall not apply in cases in which the customer can no longer reasonably be expected to adhere to the contract or is entitled to a statutory or contractual right of withdrawal.
- If the hotel and the customer have agreed in writing on a date or period for withdrawal from the contract free of charge, the customer may withdraw from the contract up to that date without triggering claims for payment or damages on the part of the hotel. The customer's right of withdrawal shall expire if he has not exercised his right of withdrawal in writing in dealings with the hotel by the agreed date or within the agreed period.
- In the case of rooms or apartments or services not used by the customer, the hotel shall credit the income, including the saved expenses, from making these rooms or apartments available to other parties during the identical period.

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- If the rooms or apartments are not made available to other parties, the hotel may demand the contractually agreed remuneration and make a flat-rate deduction for the expenses saved by the hotel. In this case, the customer undertakes to pay at least 90% of the contractually agreed price for overnight accommodation without breakfast. The customer is at liberty to prove that the above-mentioned claim did not arise or did not arise in the amount claimed.

**5. Overnight accommodation prices and other prices**

- The prices shown by the hotel at the time of entering into the contract shall apply.
- The applicable prices are total, gross, prices and include all statutory taxes, fees and charges. Not included are local taxes, which the guest is required to pay according to the respective municipal law, e.g. local tax.
- In the event of changes to tax, fee and charge rates or the effective imposition of new taxes, fees and charges previously unknown to the parties, the hotel reserves the right to adjust the prices accordingly.
- In the case of contracts with consumers, this shall only apply if the period between entering into the contract (booking confirmation) and adjustment of the contract exceeds four months.

**6. Services, prices, terms and conditions of payment, setting off**

- The hotel undertakes to keep the rooms and apartments booked by the guest available and render the agreed services.
- The guest undertakes to pay the hotel prices that are applicable or agreed for the provision of the rooms and/or apartments, and the other services used by the guest. This shall also apply to the hotel's services and expenses to third parties arranged by the guest unless the guest and the third party enter into a direct contract, and the hotel merely arranges the third party service. The agreed prices include the respective statutory value added tax at the time of entering into the contract. If the statutory value added tax increases or decreases during the term of contract, the charge for the service used shall change accordingly.
- The hotel reserves the right to make an annual price adjustment for long-term rentals. The adjustment statement shall, at all times, be based on the change in the published price index of the Federal Statistical Office of Germany, and shall be in line with reasonable discretion.
- The hotel may render its consent to a subsequent reduction requested by the guest in the number of rooms/apartments booked, the hotel's services or the guest's length of stay, conditional on an increase in the price of the rooms or apartments and/or for the hotel's other services in line with its reasonable discretion.
- Hotel invoices without a due date fall due and are payable immediately without deduction. The hotel may, at any time, determine a different due date in favour of the guest.
- The price of the entire booked overnight service must, at all times, be paid in advance by the guest, at the latest upon arrival at the hotel. A varying amount of the advance payment and the payment dates may be agreed in writing in the contract. Advance payments or security deposits for package tours shall not affect statutory provisions.
- In justified cases, e.g. payment arrears on the part of the guest or extension of the scope of the contract, the hotel shall be entitled, including after entering into the contract and up to the start of the stay, to demand advance payment or provision of security as defined in the above number or an increase in the advance payment or provision of security agreed in the contract up to the full agreed remuneration.
- The guest may set off or exercise a right of retention against the hotel's claims only by way of undisputed or legally established claims or claims for damages for non-performance or reimbursement of expenses due to an initial or subsequent fault for which the hotel is

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responsible as a result of intent or gross negligence. This shall not affect the guest's right to separately assert the reclaim of overpayments or other claims against the hotel arising from the hotel contract.

- Cash in euros, EC card, Master Card, Visa Card and American Express are valid means of payment.
- To process payments, we use the 3D-Secure 2.0 procedure for secure and enhanced customer authentication. Further information on data processing for payment transactions can be found at <https://mayburg.at/de/datenschutz>

#### **7. Use of reserved rooms**

- Reserved rooms are available to the guest from 3.00 p.m. on the day of arrival and until 12.00 p.m. on the day of departure.
- Upon request and depending on availability, later departure (late check-out) or earlier arrival (early check-in) can be arranged with the hotel in advance.
- If the hotel agrees to a late check-out / early check-in, the hotel shall be entitled to charge EUR 10.00 each hour or part thereof for the additional use / earlier use of a room.
- The full daily rate of the room shall be charged in the case of departures after 3.00 p.m. There is no contractual entitlement to a late check-out.

#### **8. Resale**

- Reselling/making available and/or brokering of booked rooms are prohibited. The resale of rooms and/or room allotments to third parties at prices higher than the actual room rates is, in particular, not permitted.
- Assigning or selling the claim against the hotel is not permitted either.
- In such cases, the hotel shall be entitled to cancel the booking, in particular if the guest has provided false information about the type of booking or payment to the third party in the assignment/sale.
- Use of the hotel room for any purpose other than accommodation is expressly prohibited.

#### **9. WLAN use**

- The hotel shall arrange internet access for the guest on request, usually free of charge. The guest has the option of using a faster internet connection for which a charge is made. The current price scales according to the price list apply. The hotel is merely an access provider. There is no legal claim against the hotel for uninterrupted use and/or a certain speed of internet access. In this respect, the hotel assigns to the guest its respective claims for performance against the service provider. Use of the WLAN shall apply once the access code has been handed over, dial-in and activation by the service provider. In the case of minors, use shall only be activated once a parent or guardian has submitted a written declaration of consent.
- The guest, or user, undertakes to comply with the applicable laws and common decency when using the internet. He undertakes not to disseminate or retrieve any content that violates copyright or other legal provisions or which is immoral, in particular
  - Not to disseminate or retrieve any content that is anti-constitutional, racist, glorifies violence or is pornographic,
  - Not to retrieve, reproduce, distribute or make available any material protected by copyright,
  - Not to install or use file-sharing programs.
- The hotel shall be entitled to block access immediately in the event of any breach of the above obligations by the guest or user. The hotel reserves the right to assert a claim for damages. The hotel expressly draws the guest's or user's attention to the fact that making copyrighted works available on the internet constitutes a criminal offence. Even retrieval may constitute a criminal offence.

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- The guest or user further undertakes to keep secret any passwords or access codes obtained for the purpose of WLAN access.
  - The hotel points out to the guest or user that he is responsible for protecting his terminal device against harmful programs (viruses etc.) or intrusion attempts (hacking etc.) from the internet, and for backing up his data.
  - The hotel shall not be liable for any damage incurred by the guest or user as a result of use of the internet access, except for damage caused by the hotel intentionally or by way of gross negligence. This exclusion of liability shall not apply in the event of loss of life, physical injury and detrimental effects on health.
  - The hotel points out that it may undertake to block individual addresses and access temporarily or permanently due to unlawful use by the customer or third parties. Such blocking is expressly reserved and does not justify any claims for damages or warranty claims on the part of the customer.

**10. AKM registration**

- The hotel draws the customer's attention to the fact that customers/guests must register with the Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (Society for musical performing and mechanical reproduction rights), (/ AKM), in the event of musical accompaniment of an event by a band, disc jockey or the like. The obligation to register is expressly incumbent on the customer and may be delegated by the customer to the band, disc jockey etc. The guest expressly releases the hotel from this registration obligation and from any liability in this context, in particular for any costs incurred. The guest's attention is drawn to the possibility of obtaining information at <https://www.akm.at/>.

**11. Corporate Identity**

- The full name of the hotel is stated in Point 22. The organiser / guest undertakes to observe the correct use of the name when providing information about the event venue.
- The image, photo and film material as well as the hotel's logo are protected by copyright. Use (e.g. online for a blog) is only permitted following written consent by the hotel.

**12. Liability on the part of the hotel**

- The hotel is liable for damages for which it is responsible arising from loss of life, physical injury or detrimental effects on health. Furthermore, the hotel shall be liable for other damages resulting from an intentional or grossly negligent breach of duty by the hotel, as well as for damage resulting from an intentional or grossly negligent breach of duty by the hotel insofar as stricter liability regulations are not provided for by way of mandatory statutory provisions.
- A breach of duty by the hotel shall be deemed equivalent to a breach of duty by its legal representatives, employees or vicarious agents.
- Further-reaching claims for damages are excluded unless otherwise provided for in these General Terms and Conditions of Business.
- In the event of disruptions or faults in the hotel's services, the hotel shall endeavour to rectify such disruptions or faults upon gaining knowledge of these or following a prompt complaint by the guest.
- The guest undertakes to contribute to an extent that is acceptable to him to remedy the disruption and minimise any possible damage. In other respects, the guest undertakes to inform the hotel in good time of the possibility of extraordinarily significant damage.
- In accordance with the statutory provisions, the hotel shall be liable for items brought into the hotel. The claim shall lapse if the guest does not notify the hotel immediately after becoming aware of the loss, destruction or damage of the property brought into the hotel. If

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the guest wishes to bring money, securities and valuables with a value of more than EUR 550.00 or other items with a value in excess of EUR 1,100.00 in total into the hotel, this shall be subject to a separate written agreement with the hotel.

- If a parking space is made available to the guest in the hotel garage/parking space, even for a fee, this does not constitute a custody agreement. The hotel shall not undertake to monitor the parking space. The hotel shall be liable for all damage within the scope of the provisions set out in this sub-section 12 (the limitations in accordance, in particular, with the 1st bullet point shall apply). The guest undertakes to report any damage without delay, and obvious damage in any case before leaving the parking facility. The hotel shall not be liable for damage for which other guests or other third parties are solely responsible.
- Wake-up calls shall be performed by the hotel with the utmost care; in any case, no claim against the hotel shall apply.
- Messages, mail and consignments of goods for the guests shall be handled with care.
- Any items left behind by the guest shall only be forwarded at the guest's request, risk and expense. The hotel shall keep the items for three months, after which they shall be handed over to the local lost property office if there is an identifiable value. If the lost property office is not prepared to take possession of the items, they shall be kept for a further nine months and then either disposed of or, if disposal is not possible or not economically viable, destroyed. The first point above applies to the hotel's liability.
- All claims against the hotel shall, in principle, fall under the statute of limitations three years after the statutory commencement of the limitation period. Claims for damages shall fall under the statute of limitations three years after they arise, unless they are based on loss of life, physical injury or detrimental effects on health or freedom. These claims for damages shall fall under the statute of limitations ten years after they arise, irrespective of parties' knowledge. The reductions in the statute of limitations do not apply to claims based on an intentional or grossly negligent breach of duty on the part of the hotel or which cannot be limited on the basis of mandatory statutory provisions.
- The hotel's liability shall be limited to the sum insured in accordance with its business liability insurance in the sum of EUR 20,000,000.00.
- The hotel shall not be liable for negligent triggering of fire brigade operations caused by the guest (e.g. smoking in the room). The guest shall be charged for any costs incurred.

**13. Withdrawal on the part of the hotel**

- If the guest's right to withdraw from the contract free of charge within a certain period of time has been agreed in writing, the hotel shall also be entitled to withdraw from the contract free of charge within this period of time if there are requests from other customers for the contractually booked rooms or apartments and the guest does not confirm his booking in a binding manner upon inquiry by the hotel.
- The hotel shall also be entitled to withdraw from the contract if an agreed or requested advance payment or security deposit is not made even following expiry of a reasonable additional period set by the hotel.
- Furthermore, the hotel shall be entitled to withdraw from the contract without notice for reasons justified in an objective sense, in particular good reasons, for example if
  - Force majeure or other circumstances for which the hotel is not responsible make it impossible to honour the contract;
  - Rooms or apartments are culpably booked with misleading or false statements of facts essential to the contract, e.g. concerning the customer's character or the purpose of his stay;
  - The hotel has reasonable grounds to assume that use of the hotel service may jeopardise the smooth operation of the business, the security or the reputation of the hotel in public without this being attributable to the hotel's sphere of control or organisation.
  - The purpose or reason for the stay is unlawful;

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- In the event of reselling/renting and/or subletting (see sub-section 8).
  - The guest shall have no claim to compensation in the event of justified or cost-free cancellation by the hotel in accordance with these Terms and Conditions of Business.

**14. Vouchers**

- A voucher purchased from Four Peaks may only be redeemed for hotel services at the hotel stated in the voucher.
- If residual credit remains following payment via the voucher, this shall continue to be valid and can be used for further payments at the respective hotel.
- Vouchers cannot be returned, are not resalable or transferable and are not redeemable for cash.
- The purchaser of the voucher is responsible for providing correct data (in particular e-mail address) used to send the voucher and invoice.
- Withdrawal policy: statements made regarding vouchers can be withdrawn within 14 days without stating reasons in any form (letter, fax, e-mail) or, if the voucher is handed over before the deadline, also by returning the voucher. The period begins following receipt of these instructions in text form, but not before receipt of the voucher by the recipient. Providing notification of withdrawal or returning the voucher in good time are sufficient in respect of honouring the withdrawal period. The withdrawal must be addressed to the issuing hotel.

**15. Food and drinks brought into the hotel**

- Consumption of food and beverages brought into the public areas is prohibited.
- Breakfast can only be taken in the designated rooms of the public area.
- Parts of the offered breakfast may not be taken away.
- Preparation of food in the rooms is prohibited.

**16. Non-smoking in the hotel**

- The Four Peaks Hotels are non-smoking hotels. Smoking in the public areas as well as in the guest rooms is, therefore, prohibited.
- In the event of violation, the hotel shall have the right to demand an amount of EUR 180.00 from the guest as compensation for the separate cleaning costs to be incurred, including any loss of revenue resulting from the room not being able to be booked as a result. This amount of damages shall be set higher or lower if the hotel furnishes proof of greater damage or the guest furnishes proof of less damage.

**17. Pets**

- Bringing a pet into the hotel shall be subject to written consent by the hotel.
- The guest undertakes to give prior written notice of the wish to bring a pet into the hotel.
- If the hotel agrees to guests bringing in a pet, this shall be on condition that the pet is under the constant supervision of the guest, disease-free and does not otherwise pose a danger to hotel guests or hotel staff.
- The pet may not be taken to breakfast or the hotel bar.
- A fee of EUR 39.00 each night shall be charged for the pet. Exceptions to this rule are guide dogs, dogs for the deaf and other similar service dogs. These may be brought into the hotel free of charge and at any time, whereby prior notification must be given in accordance with the above bullet points 1 and 2.

**18. Special terms and conditions of payment and cancellation**

- Special terms and conditions of payment and cancellation apply to group bookings of more than ten rooms, contingent contracts or for correspondingly defined periods. These are

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stated in the booking process and on the booking confirmation or arise on the basis of the corresponding contracts.

**19. Data Protection**

- The data protection regulations can be viewed at: <https://mayburg.at/de/datenschutz>

**20. Marriott Bonvoy**

- The conditions of participation for the Marriott Bonvoy Membership Programme can be viewed at <https://www.marriott.com/loyalty.mi>

**21. Final provisions**

- Amendments to or supplementary information regarding the contract, application acceptance or these General Terms and Conditions of Business for Hotel Accommodation are to be made in writing. Unilateral amendments or supplementary information by the customer are invalid.
- The hotel's registered office is deemed the place of performance and payment.
- The hotel's registered office is deemed the exclusive place of jurisdiction, including for cheques and disputes involving bills of exchange, in respect of commercial transactions.
- Austrian law applies. Application of the UN Sales Law is excluded.
- In the event that provisions of these General Terms and Conditions of Business for hotel accommodation are or become invalid or void, this shall not affect the validity of the remaining provisions. In other respects, the legal requirements apply.

**22. Companies**

These General Terms and Conditions of Business apply to the following companies:

- 1) Four Peaks Hospitality GmbH  
Thumegger Bezirk 7  
A-5020 Salzburg  
Austria  
FN 509587 v  
[info@four-peaks.at](mailto:info@four-peaks.at)
- 2) Mayburg Hotel Betriebsgesellschaft mbH  
Schnirchgasse 17  
A-1030 Vienna  
Austria  
FN 583763 a  
[info@mayburg.at](mailto:info@mayburg.at)
- 3) Helix Hotel Betriebsgesellschaft mbH  
Schnirchgasse 17  
A-1030 Vienna  
Austria  
FN 583770 k  
[info@passenger.at](mailto:info@passenger.at)