



STANDARD TERMS AND CONDITIONS OF BUSINESS
For Groups and Seminars / Functions

These standard terms and conditions of business apply to all contractual agreements concluded between Hotel & Palais Strudlhof (hereinafter referred to as the "Hotel") and its contractual partners.

1. OPTIONS

Options, and the data contained therein, are binding upon both contractual partners. Where no fixed reservation results out of an option within the latter's period of validity, the Hotel has the right to let the accommodation and function facilities detailed in the option to other persons without thereby conferring any legal rights to the other contractual party to the relevant Agreement.

2. RATES Details of the services to be provided by the Hotel are contained within the list of rates (*Tarif*) issued by the Management of the Hotel valid at the time the Agreement is concluded. In the event of an increase in taxes or duties in the period of time between the conclusion of the Agreement and the date upon which the services are provided, the Hotel is entitled to invoice the customer the amount of the increase – in as far as these additional amounts were not taken into account at the time of the conclusion of the Agreement.

3. LIABILITY

Both parties hereby agree that the Hotel is not liable for any incidents that occur involving theft of, or damage to, property brought into conference rooms, technical facilities or generally accessible areas of the Hotel by customers or visitors. The Hotel is liable up to the legally required limit for property kept in sleeping accommodation (rooms) hired by the customer or guest – with the notable exception of liability arising out of cases of minor negligence. Liability is also limited to the personal property of guests. No liability will be accepted for valuables such as jewellery, fur coats, money etc, which should be deposited with Reception where they are subject to a special storage agreement. The Hotel is free of any liability for such items of property where these are not entrusted to Reception for safekeeping.

4. ROOM HIRE

Hired rooms are available for use by the customer only during the period of time agreed. Any usage beyond this period must be agreed and paid for separately.

5. OBLIGATIONS

Where the Hotel's services are engaged by an individual or company other than the named contractual partner, the former accepts full financial liability along with the named contractual partner for all claims on the part of the Hotel arising out of these ordered services and, moreover, commits to directly reimburse the Hotel on demand for the said services. This obligation also applies in the event that the individual or company ordering the Hotel's services was not entitled to conclude agreements on behalf of the contractual partner.

6. BILLING

- a) If the billing amount exceeds € 1,000.00, the customer may request an invoice be sent by post covering the full amount. The Hotel is entitled to demand that individual bills be settled in advance. Both parties agree to payment in cash on receipt of invoice without any reduction or cash discount. Should the customer fail to settle even one invoice on time despite the issuance of a payment reminder, then the Hotel becomes entitled to refuse to provide this customer with further services even where these have been contractually agreed.
- b) The Hotel has the right to insist that the provision of the services agreed – either to be provided or continued - be dependent on the partial or complete settlement of the amounts it is owed, either in the form of an advance payment, instalment or full payment, even where these services are – according to the Agreement – to be provided in advance of payment. In the event that the payments determined by the Hotel are not credited to the Hotel's bank account by the due date, the Hotel is not obliged to provide any (or any further) services. The contractual partner can base no legal claims on the refusal of the Hotel to provide (further) services where payment has not been effected punctually.

7. CANCELLATION CONDITIONS

The customer has the right to withdraw from the agreement without the consent of the Hotel. The following set compensation sums (cancellation charges) are hereby agreed by the contractual parties, and, in the event of a cancellation on the part of the customer, become due to be paid to the Hotel by the customer:

Cancellation fees are scaled as follows:

- a) Where the cancellation notice is received by the Hotel no later than the 30th (thirtieth) day prior to the day on which the first service was to be provided, the cancellation fee is 0% of the value of the services to be provided.
- b) Where the cancellation notice is received by the Hotel between the 29th (twenty-ninth) and the 8th (eighth) day prior to the day on which the first service was to be provided, the cancellation fee is 30% of the value of the services to be provided.
- c) Where the cancellation notice is received by the Hotel between the 7th (seventh) and the 3rd (third) day prior to the day on which the first service was to be provided, the cancellation fee is 50% of the value of the services to be provided.
- d) Where the cancellation notice is received by the Hotel later than the 3rd (third) day prior to the day on which the first service was to be provided, the cancellation fee is 100% of the value of the services to be provided.

8. DUE DATE

Where invoices contain no other specified due date, then these are due for settlement on the invoice date. The contractual parties agree to interest payments of 1.5% per month in the event of late payment of invoices.

9. GENERAL

Verbal or written ancillary agreements are not affected. In order to be legally valid, amendments or additions to this Agreement must be made in writing. This also applies to any subsequent waiving of the requirement that such changes be effected in writing.

10. PLACE OF JURISDICTION

The Place of Jurisdiction is Vienna. The contractual parties hereby agree that Austrian Law is to be applied in the settlement of any disputes arising out of this Agreement.



II. SPECIAL TERMS AND CONDITIONS FOR SEMINARS AND FUNCTIONS

1. RESERVATIONS

Reservations are only binding upon the Hotel after the customer's countersigned and detailed confirmation of the reservation has been received by the Hotel.

2. PARTICIPANTS

Where the billing of the seminar and function services provided by the hotel has been agreed based on the number of participants actually attending, the customer is then obliged to advise the Hotel no later than 48 hours prior to the event how many persons will in actual fact attend / participate at the event. Should the actual number of participants subsequently deviate from the number quoted by no more than 10%, then the billing remains based on the number of actual participants. Should the number of actual participants deviate by more than 10% from the number given in advance, then the Hotel is entitled to charge for the services which it would have had to provide were 90% of the seminar / function participants actually present. In the event that the number of participants advised to the Hotel by the contractual partner is actually exceeded by more than 10%, the Hotel cannot be held liable for any failure on its part to provide the agreed services (set meals) under these circumstances. This, however, only applies to functions for in excess of 50 persons.

3. BILLING OF BEVERAGES CONSUMED

In as far as no other agreement is reached, beverages will be billed on the basis of the amount actually consumed. The records of the Hotel alone shall be used to establish the quantity / number of beverages consumed and to be subsequently billed.

4. DECORATION

The customer acknowledges that they are not permitted to erect or affix to any surface any decorative materials or other items on the Hotel's premises without the latter's permission. In the event of any damage caused to the Hotel either during the preparation for the event (seminar or function), the event itself, or while clearing away, this is to be compensated to the Hotel by the customer regardless of whether the customer is responsible for the damage directly, and regardless of whom actually caused the damage.

5. BANQUETTING SERVICE

If the continuous presence of a member of the Hotel staff has been agreed, then the amount of € 25,50 inclusive of VAT is due to the Hotel for each such member of staff and each hour or part thereof.

6. FOOD AND BEVERAGES BROUGHT BY THE EVENT ORGANISER

The bringing of food or drinks onto the Hotel premises is subject to express permission from the Hotel. The Hotel is entitled to levy a set fee for granting such permission.

7. TECHNICAL SERVICES

Should technical services provided by external companies be required in conjunction with an event, then the expenses incurred by the Hotel associated with these will be passed on to the event organizer at cost. Should the external company be engaged by the event organizer directly, then this company is only entitled to carry out its work and/or make changes to the Hotel's property, upon receipt of the latter's authority to do so. Any damage arising out of technical work commissioned by the customer directly is to be compensated to the Hotel by the customer.

8. LIABILITY

The liability of the hotel in respect of property brought on to the Hotel premises in conjunction with an event is confined to the legally prescribed limits, with the notable exception of damage arising from cases involving minor negligence, fire or theft, in which cases no liability is accepted by the Hotel. The customer agrees to accept all risks associated with their event equipment or other property, and to take out adequate appropriate insurance cover should this be necessary.

9. AKM ENTERTAINMENT TAX:

The customer acknowledges that they are responsible for registering all forms of musical events with the AKM (Austrian Lyricists', Composers' & Music Publishers' Copyright Society). Furthermore, the customer agrees to ensure that the Hotel does not become subject to any claims for damage or legal suits filed by the AKM.

10. CANCELLATION BY THE HOTEL

Irrespective of its right to demand payment, the Hotel is entitled to terminate an event at any time and without giving reason if:

1. the event endangers the smooth operation of normal business
2. the reputation and safety of the Hotel are endangered
3. in cases of *force majeure*.

Such cases provide the contractual partner with no legal basis for compensatory claims against the Hotel. Should a seminar or function not, or only partially, take place on some other grounds, claims for compensation against the Hotel can only be made where the latter is responsible for the inability to hold the event as a result of gross negligence or some similarly serious reason.