

General Terms and Conditions for the Events for the Austrian Dorint Hotels & Resorts

I. Scope

- These Terms and Conditions shall apply to Contracts for the rental of conference, banquet and event rooms of the respective Hotel for the holding of events such as banquets, seminars, conferences, etc., as well as to all other related services and provisions (hereinafter uniformly referred to as "Services") by the Hotel, whereby the term Hotel shall be understood to mean all "Dorint" Hotels located in the Republic of Austria, irrespective of the person of the operator (hereinafter each of them referred to as "Hotel"). The operator in this sense may be Dorint GmbH, companies affiliated with Dorint GmbH pursuant to § 15 of the Stock Corporation Act (AktG), a licensee of the aforementioned or a third party whose hotel business is managed by one of the aforementioned operators for the account of a third party.
- The subletting or reletting of the rooms, areas or showcases provided as well as invitations to job interviews, sales or similar events require the prior consent of the Hotel in text form.
- The Customer's Terms and Conditions shall only apply if this has been expressly agreed in text form.
- Customer within the meaning of these terms and conditions is both the consumer and the entrepreneur.

II. Conclusion of Contract, contracting parties; liability, limitation period

- The Contract is concluded upon the Hotel's acceptance of the Customer's application. If the Hotel makes a binding offer to the customer, the Contract shall be concluded upon the Customer's acceptance of the Hotel's offer. In both cases, the Hotel is free to confirm the contractual agreement in text form.
- Contractual partners are the Hotel and the Customer. If the Customer/Orderer is not the Organizer itself or if a commercial intermediary or promoter is engaged by the Organizer, the Organizer shall be jointly and severally liable with the Customer for all obligations arising from the Contract, provided that the Hotel has received a corresponding declaration from the Customer or the Organizer.
- The following applies with regard to liability:
 - The Hotel shall be liable in accordance with the statutory provisions for all damages arising from injury to life, body and health.
 - In the event of other damage, the liability of the Hotel, its legal representatives or senior employees as well as agents for slight negligence shall be excluded.
 - Except in cases of liability for a defect following the assumption of a guarantee for the quality of the services, in the case of fraudulently concealed defects or in the case of personal injury, the above limitation of liability from the above letter b) shall apply to all claims for damages irrespective of their legal grounds, including claims arising from tort.
 - Claims for damages must be asserted within three years from the date on which the injured party became aware of the damage and of the person who caused the damage.
 - If the Guest is an entrepreneur, the following applies: The Hotel's liability for damage to property and financial loss – but not for personal injury – is limited to gross negligence and intent. Consequential damages, immaterial damages or indirect damages as well as lost profits will not be compensated. The damage to be compensated shall in any case be limited to the maximum liability amount of € 5,000,000 (flat-rate insurance sum for personal injury and property damage per insured event in the Hotel's liability insurance). Claims for damages must be asserted within two years of the end of the event. Should disruptions or defects in the services the Hotel provides occur, the Hotel will endeavour to remedy them as soon as it becomes aware of them or immediately after receiving a complaint from a Customer. The Customer is obliged to make all reasonable efforts to remedy the disruption and keep any possible damage to a minimum, and to notify the Hotel immediately of any disruption or damage. If the Customer culpably fails to notify the Hotel of a defect, there shall be no entitlement to a reduction in the contractually agreed remuneration or to any claims for damages.

III. Services, prices, payments, offsetting

- The Hotel is obliged to provide the Services ordered by the Customer and agreed by the Hotel.
- The Customer is obliged to pay the agreed or customary prices of the hotel for these and other services used. This shall also apply to Services and expenses of the Hotel to third parties that they have arranged, in particular also to claims of copyright collecting societies.
- The agreed prices include the taxes applicable at the time of the conclusion of the Contract. In the event of changes in the statutory value added tax or the introduction, amendment or abolition of local taxes on the object of Service after the conclusion of the Contract, the prices shall be adjusted accordingly, but by no more than 5%. In the case of Contracts with consumers, this only applies if the period between the conclusion of the Contract and the performance of the Contract exceeds 4 months.
- Invoices issued by the Hotel without a due date are payable within 10 calendar days of receipt of the invoice without deduction. The Hotel is entitled to call in accrued claims at any time and to demand immediate payment. In the event of default in payment, the Hotel shall be entitled to charge the applicable statutory default interest at a rate of 9.2 percentage points above the base rate or, in the case of legal transactions involving a consumer, at a rate of 4 percent per year. In addition, the Hotel may charge a fee of € 5 per reminder in the event of default. The Hotel reserves the right to prove and claim higher damages.
- The hotel is entitled to demand a reasonable advance payment at any time. The amount of the advance payment and the payment dates can be agreed in text form in the Contract.
- The Customer may only set off or reduce a claim against a claim of the Hotel with a claim that is undisputed or has become res judicata.

IV. Withdrawal of the Customer (Cancellation)/Non-Acceptance of the Hotel's Services (No Show)

- The Customer may only withdraw from the Contract concluded with the Hotel if a right of withdrawal has been expressly agreed in the Contract or in these GTCs, if another statutory right of withdrawal exists or if the Hotel expressly agrees to the cancellation of the Contract. Agreement to a right of withdrawal as well as any possible consent to a cancellation of the Contract must be made in text form.
- If the Hotel and the Customer have agreed on a date for withdrawal from the Contract free of charge, the Customer may withdraw from the Contract up to that date without incurring payment

or damage compensation claims by the Hotel. The Customer's right of withdrawal shall expire if he does not exercise their right of withdrawal towards the Hotel by the agreed date.

- If a right of withdrawal has not been agreed or has already expired, if there is also no statutory right of withdrawal or termination and if the Hotel does not agree to a cancellation of the Contract, the Hotel shall retain the claim to the agreed remuneration despite the non-acceptance of the service. The Hotel shall take into account the income from renting the rooms to other parties as well as any expenses saved. The expenses saved in each case can be calculated as a flat rate in accordance with sentence 2 – and in the case of events with overnight accommodation in accordance with Clause IV no. 3 sentence 3 GTCH (General Terms and Conditions for Hotel Accommodation) in deviation from the flat-rate expenses saved in accordance with Clause IV no. 3 sentence 4 GTCH specified in the GTCH – in accordance with the following scales.
- Cancellation options free of charge Customer* (share of agreed total volume):

Persons/meeting offer = pax / Room nights = RN					
up to 15 pax/RN		16 – 30 pax/RN		31 – 50 pax/RN	
up to 14 days before date of arrival	100 % free of charge	up to 21 days before date of arrival	100 % free of charge	up to 28 days before date of arrival	100 % free of charge
up to 7 days before date of arrival	50 % free of charge	up to 14 days before date of arrival	50 % free of charge	up to 21 days before date of arrival	50 % free of charge
up to 3 days before date of arrival	25 % free of charge	up to 7 days before date of arrival	25 % free of charge	up to 14 days before date of arrival	25 % free of charge
up to 1 day before date of arrival	max. 1 room and/or 1 participants free of charge	up to 1 day before date of arrival	max. 2 rooms and/or 2 participants free of charge	up to 7 days before date of arrival	10 % free of charge
				up to 1 day before date of arrival	max. 2 rooms and/or 2 participants free of charge
51 – 100 pax/RN		101 – 200 pax/RN		201 – 500 pax/RN	
up to 90 days before date of arrival	100 % free of charge	up to 180 days before date of arrival	100 % free of charge	up to 270 days before date of arrival	100 % free of charge
up to 42 days before date of arrival	50 % free of charge	up to 90 days before date of arrival	50 % free of charge	up to 180 days before date of arrival	20 % free of charge
up to 28 days before date of arrival	25 % free of charge	up to 42 days before date of arrival	25 % free of charge	up to 60 days before date of arrival	10 % free of charge
up to 14 days before date of arrival	10 % free of charge	up to 21 days before date of arrival	10 % free of charge	up to 14 days before date of arrival	5 % free of charge
up to 1 day before date of arrival	max. 3 rooms free of charge	up to 7 days before date of arrival	5 % free of charge	up to 1 day before date of arrival	max. 5 rooms and/or 5 participants free of charge
		up to 1 day before date of arrival	max. 4 rooms and/or 4 participants free of charge		
from 501 pax/RN: individual					

* The sliding scale can only be applied once, with the exception of the possibility of reducing the number of participants agreed therein one day in advance in accordance with the respective last sliding scale.

The percentages apply accordingly to other event-related services such as room hire, additional food and beverages or booked workshops. The portions of the total volume that can be freely cancelled correspond to the flat-rate saved expenses, so that the remaining volume that can no longer be freely cancelled is charged to the Customer.

- The Customer shall be free to provide proof that the claim did not arise or did not arise in the amount claimed. The Hotel shall be free to provide proof that a higher claim has arisen.

V. Withdrawal from the contract by the hotel

- Insofar as the Customer's right of withdrawal free of charge within a certain period has been agreed in text form, the Hotel shall be entitled for its part to withdraw from the Contract free of charge during this period if there are enquiries from other Customers about the contractually booked event premises and the Customer does not waive its right of withdrawal upon enquiry by the Hotel setting a reasonable deadline.
- If an agreed advance payment or an advance payment demanded in accordance with III. Clause 5 is not made even after a reasonable grace period set by the Hotel has expired, the Hotel shall also be entitled to withdraw from the Contract.
- Furthermore, the Hotel is entitled to withdraw from the contract for objectively justified reasons, especially if...
 - force majeure or other circumstances for which the Hotel is not responsible make it impossible to fulfil the Contract;
 - events are culpably booked under misleading or false statements of material facts (e.g. in the person of the Customer or the purpose);
 - the Hotel has reasonable grounds to believe that the event may jeopardise the smooth running of the business, the security or the public reputation of the Hotel without this being attributable to the Hotel's sphere of control or organisation;

- a breach of I. Clause 2 has been committed;
 - the purpose or motive of the event is unlawful.
4. In the event of justified withdrawal by the Hotel, the Customer shall not be entitled to claim damages.

VI. Changes to the number of participants and the event time

- In the event of an upward deviation, the actual number of participants will be calculated.
- In the event of deviations in the number of participants by more than 10 % higher or lower, the Hotel shall be entitled unilaterally to reset the agreed prices and to change the confirmed premises, unless this is unreasonable for the Customer in the individual case.
- If the agreed start or end times of the event are postponed and the Hotel agrees to these deviations, the Hotel may charge its additional Service availability appropriately, unless the Hotel is at fault in this respect.

VII. a) Special regulation to Clause IV above (and Clause IV of the General Terms and Conditions for Hotel Accommodation as far as relevant in connection with the event) for events until 31.12.2021 (event start date decisive)

- In accordance with Clause IV No. 3 Sentence 3 GTCE (General Terms and Conditions for Events) and GTCH (General Terms and Conditions for Hotel Accommodation) and in deviation from the flat-rate expenses saved in Clause IV No. 4 GTCE and Clause IV No. 3 Sentence 4 GTCH, the following cancellation conditions apply to events with and without overnight accommodation that are held by 31.12.2021:

Cancellation free of charge from the total volume (persons/meeting offer = pax / room nights = RN)							
up to 25 pax/RN		26 – 50 pax/RN		51 – 200 pax/RN		201 – 500 pax/RN	
up to 7 days before date of arrival	100 % free of charge	up to 14 days before date of arrival	100 % free of charge	up to 21 days before date of arrival	100 % free of charge	up to 28 days before date of arrival	100 % free of charge
up to 1 day before date of arrival	10 % free of charge	up to 7 days before date of arrival	50 % free of charge	up to 14 days before date of arrival	50 % free of charge	up to 14 days before date of arrival	50 % free of charge
		up to 3 days before date of arrival	25 % free of charge	up to 7 days before date of arrival	25 % free of charge	up to 7 days before date of arrival	25 % free of charge
		up to 1 day before date of arrival	10 % free of charge	up to 2 days before date of arrival	10 % free of charge	up to 2 days before date of arrival	10 % free of charge

The percentages apply accordingly to other event-related services such as room hire, additional food and beverages or booked workshops.

- The scales can be applied cumulatively, i.e. one after the other, by the Customer, whereby the percentage to be cancelled free of charge then applies in each case only to the portion of the event remaining after the previous cancellation.
In the event of a (complete) cancellation, the Hotel must have received a notice of cancellation in text form (e.g. by e-mail) by the specified cancellation date, otherwise the last scale of flat-rate saved expenses will be applied.
- The portions of the event/overnight stays to be cancelled free of charge represent the flat-rate saved expenses. The Hotel shall therefore be entitled to charge the Customer for those parts of the event/overnight stays that can no longer be freely cancelled and to retain these from the deposit, insofar as this has been paid.
- The Customer shall be free to provide proof that the claim did not arise or did not arise in the amount claimed.

After 31.12.2021, the provisions of Clause IV GTCE shall apply.

b) Supplementary special provision to Clauses IV, V and VII above (and Clauses IV, V and VI of the GTCH insofar as relevant in connection with the event) for events up to 31.12.2021 (start of event decisive) due to corona, pandemic situations and force majeure

- Should the booked event not be allowed to take place in the booked form due to legal or official requirements (e.g. in the form of ordinances, general orders or administrative acts) at the venue based on the coronavirus or similar serious reasons of force majeure (external circumstances for which the Hotel is not responsible), the Hotel shall be entitled to offer the Customer an alternative form of implementation (e.g. seated catering instead of buffet form, etc.) and an alternative event time (event period), which may only be refused for good cause. If such an adjusted Service is not possible or reasonable, or if it is refused for good cause, both Parties shall be entitled to cancel the Event free of charge.
- If an event participant/traveller is unable to attend the booked event due to official travel bans or quarantine orders (also on return from the booked destination country) due to Corona or similar global pandemics as defined by the WHO, their room/event package may be cancelled free of charge irrespective of the provisions of Clauses IV No. 4 and VII a). 4 and VII a), insofar as the guest has provided proof that it is actually objectively impossible for the event participant/traveller to travel for the aforementioned reasons. Mere reservations on the part of the Guest or official recommendations to avoid travel or events do not constitute a right of withdrawal free of charge.
- In all other cases, irrespective of Corona and similar global pandemics according to the definition of the WHO, the regulation from Clause VII a) for events until 31.12.2021 and after this date from Clauses IV and VI GTCE shall remain in force.

VIII. Bringing food and drinks

- The Customer may not bring food and drinks to events. Any exceptions require prior agreement in text form with the Hotel. In such cases, an appropriate contribution shall then be charged to cover the overhead costs.

IX. Technical facilities and connections

- Insofar as the Hotel procures technical or other facilities/equipment from third parties for the Customer at the Customer's instigation, it shall act in the name of, on the authority of and for the account of the Customer. The Customer is liable for careful handling and proper return. They shall indemnify the Hotel in full against all claims by third parties arising from the use of these facilities/equipment.

- The use of the Customer's own electrical equipment using the Hotel's electricity network requires prior consent in text form. Any disruptions or damage to the Hotel's technical equipment caused by the use of such equipment shall be borne by the Customer, unless the Hotel is responsible for such disruptions or damage. The Hotel may record and charge the electricity costs arising from the use at a flat rate.
- The Customer shall be entitled to use their own telephone, telefax and data transmission facilities with the prior consent of the Hotel in text form. The Hotel may charge a reasonable connection fee for this.
- If suitable facilities/equipment of the Hotel remain unused due to the connection of the Customer's own facilities/equipment, the Hotel may charge a deficiency compensation fee.
- Disruptions to technical or other facilities provided by the Hotel shall be remedied immediately if possible. Payments may not be withheld or reduced insofar as the Hotel is not responsible for these disruptions.

X. Loss of or damage to items brought with you

- Exhibits or other items (including personal items) brought along by the Customer shall be kept in the event rooms or in the Hotel at the Customer's own risk. Decorative material brought along must fully comply with fire safety requirements. The Hotel shall be entitled to demand official proof of this in advance. If such proof is not provided in good time, the Hotel shall be entitled to remove any material already brought in at the Customer's expense. Due to possible damage, the installation and attachment of items must be agreed in detail with the Hotel in advance.
Any exhibits or other items brought along must be removed immediately after the end of the event. If the Customer fails to do so, the Hotel may remove and store the goods at the Customer's expense. If the items remain in the event room in a manner contrary to the terms of the Contract, the Hotel may charge reasonable compensation for use for the duration of the stay. The Customer shall be free to provide proof that the above-mentioned claim did not arise or did not arise in the amount asserted. In addition, the Hotel reserves the right to prove and claim higher damages.
- The Hotel may refuse to safeguard valuables, money and securities if the items in question are considerably more valuable than Guests of the Hotel usually leave for safekeeping.
- The Hotel shall be liable to the Contracting Party for items brought into the building in accordance with the statutory provisions, including the maximum amounts for liability specified therein (i.e. as of 02.06.2020 at the maximum amount of € 1,100, unless the Hotel proves that the damage was neither caused by the Hotel nor by an employee nor by third parties entering and leaving the building. In these circumstances, the Hotel shall be liable for valuables, money and securities up to a maximum amount of € 550, unless the Hotel has taken these items into custody with knowledge of their nature or the damage was caused by the Hotel or its employees. Liability claims shall lapse if the contracting party does not notify the Hotel immediately after becoming aware of the loss, destruction or damage. This does not apply, however, if the items have been specially accepted by the Hotel for safekeeping in the central safe. The Hotel is only liable for valuables, jewellery, larger sums of money and securities if they are deposited in the central safe against receipts. In all other respects, the limitations of liability and limitation periods pursuant to II. Clause 3. If the Guest is an entrepreneur, the amount of any liability of the Hotel shall be limited to the maximum liability amount of € 5,000,000 (flat-rate insurance sum for personal injury and property damage per insured event in the Hotel's liability insurance).

XI. Intangible rights of the Hotel

- The use of logos/images of the Hotel in any form by the Customer shall always require prior written consent. If publication takes place without corresponding consent, the Hotel shall be entitled to withdraw from the Contract. The Customer shall be liable to the Hotel for any damage resulting from the use and withdrawal.
- Should the Customer hire a photographer, prior written permission must always be obtained. Private photography during the stay at the Hotel is permitted for private use only. The commercial use of photos is only permitted after prior consultation and with the written consent of the Hotel. Otherwise, the Hotel reserves the right to take legal action.

XII. House regulations

- The Customer and all event participants, visitors, employees and other third parties are obliged to observe the Hotel's house regulations. In particular, they must comply with the Hotel's fire safety regulations. This includes that no emergency escape routes may be blocked and that smoking and fire bans must be observed in the foyer and/or in the event rooms. In case of doubt, the Hotel must be consulted.
- Animals may only be brought into the Hotel premises with the prior consent of the Hotel and, if applicable, only against special remuneration.

XIII. Liability of the customer for damages

- The Customer is liable for all damage to the building or the Hotel caused by event participants or visitors, employees, other associated third parties or the Customer themselves. If the Customer is an entrepreneur, the latter shall be liable regardless of any proof of fault by the Hotel; a consumer shall only be liable in the event of fault.
- The Hotel may require the Customer to provide appropriate security (e.g. insurance, deposits, guarantees, etc.) at any time.
- In the event of gross contamination (both human and animal) and/or damage, the Hotel shall be entitled to charge a cleaning or repair fee in the amount of € 100; the Hotel's right to claim higher damages by deducting the aforementioned cleaning or repair fee from the amount of damages shall remain unaffected.

XIV. Information for consumers on the EU Consumer Arbitration Board

- In accordance with the legal obligation, the Hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>
However, the Hotel does not participate in dispute resolution proceedings before Consumer Arbitration Boards.

XV. Final provisions

- Changes or supplements to the Contract, the acceptance of the application or these General Terms and Conditions for Events shall be made in text form. Unilateral amendments or supplements by the customer are invalid.
- The place of performance and payment as well as the exclusive place of jurisdiction – also for disputes concerning cheques and bills of exchange – is Salzburg in commercial transactions.
- This Contract is subject to Austrian formal and substantive law to the exclusion of the rules of private international law (esp. IPRG and EVÜ) and the UN Convention on Contracts for the International Sale of Goods.
- Should individual provisions of these General Terms and Conditions for events be invalid or void, the validity of the remaining provisions shall not be affected. In all other respects, the statutory provisions shall apply.

As of: April 2021