

Terms and Conditions English

Accommodation Agreement

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§ 1 Definition

„Proprietor“ Raphaels Hospitality GmbH

„Guest“ means an individual that uses accommodation. Usually the guest is also the Party. Guests also include those persons that are accommodated together with such Party (e.g. family members, friends etc.).

„Party“ means a domestic or foreign individual or entity that enters into an Accommodation Agreement as a Guest or for a Guest.

„Accommodation Agreement“ means the agreement made between the Proprietor and the Party, the contents of which are specified below.

§ 2 Execution of the agreement – Payment

The Accommodation Agreement shall be deemed entered into upon the acceptance of the Party's order by the Proprietor. The Party can order by phone, personally or by electronic devices. The booking confirmation confirms the booking and includes all negotiated information. Electronic declarations shall be deemed received when they can be collected by the party to which they are addressed under normal circumstances provided that they are received during the published business hours of the Proprietor.

The Proprietor shall be entitled to enter into the Accommodation Agreement under the condition that the Party makes a down payment, in general, 50% of the full amount. The down payment shall be deemed an instalment of the agreed remuneration.

The Party shall be obliged to make the down payment no later than 7 days (receipt) after the receipt of the booking confirmation and the full remuneration until arrival at latest. A monthly payment including a monthly down payment could be possible for stays longer than 60 nights.

The costs for the financial transaction (e.g. remittance fee) shall be paid by the Party. Credit and debit cards shall be subject to the terms and conditions of the issuing company.

§ 3 Start and end of accommodation

Unless the Proprietor offers any other time of occupancy, the Party shall be entitled to move into the rented rooms from 2.00 p.m. on the agreed date (“date of arrival”).

The Party shall be obliged to communicate the arrival time minimum 48 hours before arrival by phone or electronic devices. The accommodation starts with the key handover on site.

The rented rooms shall be vacated by the Party at 10.00 a.m. on the date of departure. At departure the Guest shall be obliged to put the keys into the signed post box respectively key box on site. The Proprietor shall be entitled to charge another day if the rented rooms are not vacated in time.

§ 4 Rescission of the Accommodation Agreement – Cancellation fee

§ 4.1 Rescission by the Party – Cancellation fee

The Party may rescind the Accommodation Agreement by means of a unilateral declaration by 31 days before the agreed date of arrival of the Guest without being liable to pay a cancellation fee.

Outside the period specified above, the Party may only rescind the Accommodation Agreement by means of a unilateral declaration subject to the following cancellation fees:

50% of the total agreed price within 30 to 15 days before the date of arrival;
75% of the total agreed price within 14 to 8 days before the date of arrival;
90% of the total agreed price within 7 days to 1 day before the date of arrival;
The total agreed price at the date of arrival

31 days or more	30 to 15 days	14 to 8 days	7 to 1 day	day of arrival
no cancellation fee	50 %	75 %	90 %	100 %

The Party shall be obliged to pay the cancellation fee no later than 7 days (receipt) after the receipt of the cancellation.

§ 4.2 Rescission by the Proprietor

If the Accommodation Agreement provides for a down payment and such down payment has not been made by the Party in time, the Proprietor may rescind the Accommodation Agreement without granting any grace period.

If the Guest fails to arrive by 8.00 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to accommodate them unless a later time of arrival has been agreed upon.

If the Party has made a down payment, the rooms shall be deemed reserved until 12.00 noon on the day following the date of arrival at the latest. If a down payment to the amount of more than four days has been made, the obligation to accommodate the Guest shall end on 6.00 p.m. on the fourth day, the date of arrival being deemed the first day, unless the Guest informs the Proprietor of a later date of arrival.

Unless otherwise agreed upon, the Proprietor may rescind the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration by 3 months before the agreed date of arrival of the Party.

§ 5 Accomplishment and prices

The electronically transmitted booking confirmation reflects the contracted services and the agreed details.

The price includes accommodation, electricity, water, heating, bed linen, towels and unlimited wireless Internet access. The cleaning sessions are with supplement. A towel and linen change takes place at the earliest every 2 weeks for stays of 30 nights or upon agreement and fee.

A download and upload Internet speed cannot be assured due to external influences. Different prices and services must be expressly made in writing.

§ 6 Provision of substitute accommodation

The Proprietor may provide the Party or the guests with adequate substitute accommodation (of the same quality) provided that this is reasonable for the Party, particularly if the difference is insignificant and objectively justified.

An objective justification shall, for example, be deemed given if the apartment(s) has (have) become unusable, guests that have already been accommodated prolong their stay, the establishment is overbooked or this becomes necessary due to other important operational activities.

Any extra expenses arising from such substitute accommodation shall be paid by the Proprietor.

§ 7 Prolongation of the accommodation

The Party may not claim for a prolongation of their stay. If the Party informs the Proprietor in time that they intend to prolong their stay, the Proprietor may consent to a renewal of the Accommodation Agreement. However, the Proprietor shall not be obliged to do so.

An option for a prolongation of their stay is possible and includes the same procedure as a normal booking. In case of an indefinite term, the Parties could prolongate 31 days before primarily departure date. In return the Proprietor keeps a prolongation of 40 days sustainable.

§ 8 Termination of the Accommodation Agreement – Early cancellation

If the Accommodation Agreement has been made for a definite term, it shall end upon the expiry of such term. If the Party leaves prematurely, the Proprietor shall be entitled to charge the total agreed remuneration.

If the Accommodation Agreement has been made for an indefinite term, the Parties may terminate the Agreement by 10.00 a.m. of the 31 day preceding the intended end of the Agreement. Within the 31 days the standard cancellation rules are valid.

The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect for important reasons, particularly if the Party and/or the Guest

makes significantly adverse use of the rooms or makes their stay intolerable for the other guests, the owner, its vicarious agents or the third parties staying at the accommodating establishment due to ruthless, offensive or otherwise highly improper conduct or commits an act against property, morality or physical safety towards these persons that is subject to penalty;

does not observe the house rules;

suffers of a contagious disease or a disease the duration of which exceeds the term of accommodation or otherwise is in need of care;

fails to settle the presented invoices when they become payable within a reasonably set period (3 days).

If the performance of the Agreement becomes impossible due to circumstances to be deemed events of force majeure (e.g. acts of God, strike, lockout, official orders etc.), the Proprietor may terminate the Accommodation Agreement at any time without giving prior notice unless the Agreement is already deemed terminated under the law or the Proprietor is released of its obligation to accommodate the Party. Any claims for damages etc. by the Party shall be excluded.

Upon the death of a Guest, the Agreement with the Proprietor shall become extinct.

§ 9 Rights and obligations of the Party

By entering into an Accommodation Agreement, the Party shall acquire the right to make normal use of the rented rooms and the facilities of the accommodating establishment that are usually accessible to the guests for use without any special conditions and of the usual service. The Party shall exercise their rights in accordance with any applicable house regulations (rules of the house).

The Guest shall be observe the rules of the house carefully.

The Party shall be obliged to pay the agreed remuneration by the date of arrival at the latest. Any extra amounts that have arisen from the use of special services plus any applicable VAT by the Party and/or the accompanying guests shall be obliged to pay by the date of departure at the latest.

The Proprietor shall not be obliged to accept foreign currencies. If the Proprietor accepts foreign currencies, such shall be accepted at the current price if possible. If the Proprietor accepts foreign currencies or cashless means of payment, the Party shall pay any associated costs, e.g. for inquiries with credit card companies, telegrams etc.

The Party shall be liable towards the Proprietor for any damage including subsequent damage caused by themselves or the Guest or any other persons that receive services of the Proprietor with the knowledge or in accordance with the intention of the Party.

Further obligations:

The Guest shall be obliged to pay new keys in case of damage or loss respectively the costs for a locksmith.

The Guest shall be obliged to ventilate the rooms frequently.

Smoking is strictly forbidden in all areas and rooms of the buildings.

In case of an imminent danger the Guest shall be obliged to call the Proprietor immediately.

§ 10 Rights and obligations of the Proprietor

If the Party refuses to pay or is in arrears with the agreed remuneration, the Proprietor shall be entitled to make use of the legal right of retention in accordance with § 970c of ABGB [Austrian Civil Code] and the legal right of lien in accordance with § 1101 of ABGB with respect to the items brought along by the Party or the Guest. Furthermore, the Proprietor shall be entitled to make use of this right of retention or lien in order to secure its claims under the Accommodation Agreement, particularly for catering, other expenses made for the Party and for any kind of damage claims.

If services are requested in the room of the Party or during unusual times of the day (after 8.00 p.m. and before 6.00 a.m.), the Proprietor shall be entitled to charge an extra remuneration. However, such extra remuneration shall be indicated on the price board for the room. The Proprietor may also refuse such services for operational reasons.

The Proprietor shall be entitled to issue invoices or interim invoices for its services at any time.

The Proprietor shall be obliged to provide the agreed services to an extent that complies with its standards.

§ 11 Limitations of liability

If the Party is a Consumer, the Proprietor may not be held liable for slight negligence, except for bodily injury.

If the Party is an Entrepreneur, the Proprietor may not be held liable for slight or gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential, non-material or indirect damage and no loss of profit shall be reimbursed. The damage to be reimbursed shall at any case be limited to the amount of the damage incurred because the Party has relied on the validity of the agreement (German; Vertrauensinteresse).

§ 12 Liability of the Proprietor for damage to items of guests

The apartments are private and self-contained units with no reception or publicly accessible premises. A hazard of the open house can be ruled out. Thus no liability for property brought by guests stuff is taken.

The Proprietor shall only be liable in accordance with §§970 ss of ABGB if the items have been handed over to the Proprietor or the persons authorised by the Proprietor or deposited in a place assigned by such or intended for such purpose. Unless the Proprietor provides other evidence, the Proprietor shall be liable for its own fault or the fault of its vicarious agents and visitors. In accordance with § 970 sec. 1 of ABGB, the Proprietor shall only be liable up to the amount specified in the Austrian law on the liability of landlords and other entrepreneurs of 16 November 1921 (German; Bundesgesetz über die Haftung der Gastwirte und anderer Unternehmer) as amended. If the Party or the Guest fails to immediately comply with the Proprietor's request to deposit their items in a special deposit, the Proprietor shall be released from any liability. The amount of any liability of the Proprietor shall be limited to a maximum of the sum insured under the third-party liability insurance of such Proprietor. Any fault of the Party or Guest shall be taken into account.

The Proprietor may not be held liable for slight negligence. If the Party is an Entrepreneur, the Proprietor may neither be held liable for gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential or indirect damage and no loss of profit shall be reimbursed.

§ 13 Animals

Animals may only be brought to the accommodating establishment with the prior consent of the Proprietor and against extra remuneration.

The Party bringing along an animal shall be obliged to properly keep and/or supervise such animal during their stay or to have it kept and/or supervised by a qualified third party at their own expense.

The Party and/or Guest bringing along an animal shall have an according animal liability insurance and/or personal liability insurance that covers any potential damage caused by animals. Evidence of such insurance shall be provided to the Proprietor upon request.

The Party and/or their insurance company shall be jointly and severally liable towards the Proprietor for any damage caused by the animals brought along. Such damage shall particularly also include any compensation to be paid by the Proprietor to third parties.

§ 14 Place of performance, place of jurisdiction and applicable law

The place of performance shall be the place where the apartment establishment is situated.

These Terms and Conditions shall be governed by Austrian adjective and substantial law under exclusion of the provisions of international private law (particularly IPRG [Austrian act on international private law] and the Rome Convention of 1980) and the UN Sales Convention.

The exclusive place of jurisdiction is Graz Austria; however, the Proprietor shall also be entitled to assert its rights before any other court that is competent for the location and matter.

§ 15 Miscellaneous

Unless otherwise specified in the above provisions, any time limits shall start upon the document by which such time limit is instructed being delivered to the Party that must comply with the time limit. When calculating a time limit based on days, the day of the moment or event to which the start of the time limit refers shall not be included in the calculation. Time limits based on weeks or months shall refer to the day of the week or month that corresponds to the day starting from which the time limit is to be counted according to its name or number. If the relevant month lacks such day, it shall be replaced with the last day of such month.

Any declarations shall be received by the other party by the last day of the time limit (12.00 midnight).

The Proprietor shall be entitled to offset any of its claims against claims of the Party. The Party shall not be entitled to offset any of its claims against claims of the Proprietor unless the Proprietor is insolvent or the Party's claim has been established by a court or acknowledged by the Proprietor.

If any gaps arise in relation with the Agreement, the applicable legal provisions shall apply.

In case of individual wishes or special business solutions, please contact us via office@rafaelkaiser.com. We always find a solution.