

Terms and Conditions

DAS SIEBEN / Vivea Bad Häring GmbH

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I. Scope

1. These Terms and Conditions shall apply to all service agreements entered into with Vivea Bad Häring GmbH.
2. These Terms and Conditions shall apply, in particular, to agreements for the rental of hotel rooms for accommodation, as well as all other services and supplies rendered by the hotel to the customer.
3. No agreement shall be deemed to have been entered into unless these conditions apply. Any terms and conditions of the customer shall not apply.

II. Conclusion of the agreement; contracting parties; liability

1. The agreement shall be concluded by the hotel's acceptance of the customer's request. The hotel shall be at liberty to confirm the room booking in writing and/or conclude the agreement subject to the other party paying a deposit or the full remuneration in advance.
2. The contracting parties shall be the hotel and the customer. If a booking has been made by a third party on behalf of the customer, that party and the customer shall be jointly and severally liable vis-à-vis the hotel for all obligations under the accommodation agreement.
3. By concluding an accommodation agreement, the contracting party shall acquire only the right to the ordinary use of the rented rooms, of any facilities ordinarily made available to guests for their use without any special conditions, and to ordinary service.
4. The rented rooms must not be sublet, re-let or used for purposes other than accommodation without the hotel's prior written consent.
5. The customer undertakes to inform the hotel without undue delay and without prompting, and no later than at the time of entering into the agreement, if the desired use and/or the event planned by the customer at the hotel is likely, by virtue of its political, religious or other nature, to arouse public interest or adversely affect the interests of the hotel.
6. Any newspaper advertisements, other advertising materials and publications making reference to the hotel must be approved by the hotel in writing as a matter of principle. If the customer is in breach of the duty to inform pursuant to point 5 or if a publication is made without approval pursuant to point 6, the hotel shall be entitled to forbid the desired use or to cancel the event.

III. Services, provision of rooms, check-in and check-out

1. The hotel shall be required to have the rooms booked by the customer ready and to provide the services agreed upon if the customer fulfils its payment obligation.
2. The customer shall have no claim to any particular rooms being available.
3. The rooms booked shall be available to the customer from 3:00 pm on the agreed day of arrival. The customer shall have no claim to any earlier availability.
4. On the agreed day of departure, the rooms must be vacated and made available to the hotel no later than 11:00 am. Thereafter, the hotel may charge 50% of the full accommodation price (list price) until 6:00 pm and 100% after 6:00 pm for the additional use of the room, in addition to the damage incurred by it. The customer shall be at liberty to provide evidence that the hotel has not incurred any damage or that there is substantially lesser damage.

IV. Prices, payment, set-off, limitation

1. The customer shall be required to pay the hotel's applicable and/or agreed upon prices for the rental of the rooms and the services used by the customer. This shall also apply to any services and expenses paid by the hotel to any third party which the customer may have arranged.
2. The agreed upon prices are inclusive of statutory value-added tax at the applicable rate.
3. Any invoices from the hotel not bearing a due date shall be payable immediately without deductions.
4. Objections to telephone bills may only be made within one month following receipt.
5. The hotel shall be entitled at any time to declare due any accrued receivables and demand immediate payment. If an invoice due for payment is not paid immediately, the hotel shall be entitled to terminate the accommodation agreement with immediate effect.
6. The contracting party shall pay the remuneration due no later than at the time of departure.
7. In the event of a default in payment, the hotel shall be entitled to charge interest amounting to 8% p.a. above the base rate, or 5% p.a. for consumers. The hotel reserves the right to claim further damages caused by the default.
8. The customer may only set off or reduce payments towards the hotel's claims against an undisputed or non-appealable claim.
9. If the contracting party refuses payment of the remuneration or is in default, the hotel shall be entitled to the statutory right of retention according to Sect. 970c of the ABGB [Austrian General Civil Code] and statutory right of lien according to Sect. 1101 of the ABGB in the movable property brought in by the contracting party.
10. The period of limitation for all claims by the customer shall be one year; the statutory period of limitation shall apply to consumers.

V. Adjustment to remuneration

1. If the period between the conclusion and fulfilment of the agreement is at least 4 months and if the price generally charged by the hotel for such services increases, this may result in a reasonable increase of the contractually agreed price, but not by more than 15%.
2. Prices may also be modified by the hotel if the customer later requests changes to the number of rooms booked, the services rendered by the hotel, or the duration of the stay of the guests, and if the hotel agrees to this.

VI. Cancellation by the customer

1. In the event of online bookings or accommodation agreements concluded by way of distance selling, we exclude the right to cancel within 14 days after conclusion of the agreement. The agreed cancellation conditions linked to the rate charged shall have effect.

2. The customer may only rescind the agreement if the following cancellation fees are paid:

→ *Cancellation up to 7 days before arrival is free of charge.*

If you cancel within 7 days, we will charge the following cancellation fees:

→ *6 days to 1 day before arrival: 15% of the total amount of the booked stay.*

→ *On the day of arrival: 80% of the total amount of the booked stay.*

→ *In case of no-shows, unused rooms or early departure, 100% of the total amount will be charged.*

2.1. Separate cancellation conditions apply to Christmas and New Year's Eve (21.12. to 01.01.):

→ *Cancellation up to 14 days before arrival is free of charge.*

If you cancel within 14 days, we will charge the following cancellation fees:

→ *13 to 4 days before arrival: 50% of the total amount of the booked stay*

→ *3 to 1 days before arrival: 65% of the total amount of the booked stay*

→ *On arrival day: 90% of the total amount of the booked stay*

→ *In case of no-shows, unused rooms or early departure, 100% of the total amount will be charged.*

Room cancellations can only be accepted in writing.

2.2. No-cancellation rate / special price:

→ *With this rate, no cancellation or rebooking is permitted.*

→ *By booking at a special price, the customer accepts to make payment at the time of reservation.*

→ *In case of no-shows, unused rooms or early departure, 100% of the total amount will be charged.*

3. Any contractually agreed special arrangements shall also be binding. The customer shall be at liberty to provide evidence of the hotel having incurred no damage or that the damage incurred is less than the fixed fee demanded. Likewise, the hotel shall be at liberty to provide evidence of a greater damage having been incurred.

VII. Cancellation by the hotel

1. If there is a written agreement granting the customer a right to cancel within a certain period, the hotel shall itself be entitled to cancel the agreement during that period if there are requests from other customers for the contractually booked rooms and the customer, upon enquiry by the hotel, refuses to waive its right to cancel.

2. If an agreed advance payment is not made by the due date, the hotel shall also be entitled to rescind the agreement.

3. Furthermore, the hotel shall be entitled to extraordinary termination of the agreement on objectively justified grounds, including but not limited to:

→ Force majeure or other circumstances beyond the hotel's reasonable control making it impossible to fulfil the agreement;

→ Rooms having been booked while making misleading or false statements concerning essential facts, such as the identity of the customer or the purpose of the stay;

→ The hotel having reasonable grounds for assuming that the planned use of the hotel's services may compromise the smooth running of the business, without this being part of the hotel's usual operational responsibility;

→ A substantial breach of these Terms and Conditions.

4. The hotel must inform the customer of its exercising its right to cancel without undue delay.

5. In the event of a justified cancellation by the hotel, the customer shall have no claim to compensation.

VIII. Hotel's liability

1. The hotel shall be liable for its obligations under the agreement. If the customer is a consumer, the hotel shall not be liable for slight negligence, except in the event of personal injury. If the customer is an entrepreneur, the hotel shall not be liable for slight negligence. In this event, the customer shall bear the burden of proof of culpability. There shall be no compensation for consequential damage, intangible losses, indirect damage, and loss of profits. Any compensation for damages shall in any case be limited to losses incurred by relying on the validity of the agreement. This limitation of liability shall apply to all cases of potential damages.
2. In the event of faults or defects in the services of the hotel, the hotel shall, having become aware of such faults or defects or upon a complaint made by the customer without undue delay, make efforts to remedy such faults or defects. The customer is required to make reasonable efforts to contribute to remedying the fault and to minimise any potential damage.
3. The hotel shall be liable vis-à-vis the customer for movable property brought in by the customer in accordance with statutory provisions, 'innkeeper's liability pursuant to Sections 970 et seqq of the ABGB', i.e., the hotel shall be liable for guest's movable property up to the statutory limit. Cash and valuables may be kept in the hotel's safe. The hotel may refuse such safekeeping if the items in question are significantly more valuable than those usually deposited for safekeeping by guests of the hotel concerned. The guest is required to inform the hotel in advance of the value of the items deposited for safekeeping. The hotel shall be liable for items deposited in the hotel's safe up to the amount of the stated value, capped at the amount of the existing liability insurance. The hotel recommends that guests make use of this facility. For items kept in room safes, the hotel shall be liable for up to €550.00 per claim. Claims for liability shall lapse if the customer does not make a report to the hotel without undue delay after becoming aware of any loss, destruction, or damage.
4. If the customer is provided with a parking space in the hotel's garage or car park, even if against payment, this shall not constitute a safekeeping agreement. The hotel shall not be liable for the loss of or damage to motor vehicles parked or manoeuvred on the hotel's property, nor the contents thereof, except in the event of intent or gross negligence. This shall also apply to vicarious agents of the hotel.
5. The hotel shall take the greatest care to make any wake-up calls requested. Claims for damages, except in cases of gross negligence or intent, shall be excluded.
6. Messages, post, and deliveries of goods for guests shall be treated with care. The hotel shall undertake the delivery, safekeeping, and – upon request and for a fee – forwarding thereof. Claims for damages, except in cases of gross negligence or intent, shall be excluded.

IX. Final provisions

1. Any amendments or additions to this agreement, to the booking confirmation, or to these Terms and Conditions for hotel accommodation must be made in writing. Any amendment to this requirement must also be made in writing. Any unilateral amendments or additions made by the customer shall be invalid.
2. The place of fulfilment and payment shall be that of the registered office of the hotel.
3. The only place of jurisdiction in commercial dealings shall be that of the registered office of the hotel. For consumers, the place of jurisdiction shall be that of the consumer.
4. Austrian law shall apply, excluding conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
5. If any provision in these Terms and Conditions for hotel accommodation should be or become invalid or void, this shall not affect the validity of the remaining provisions.

Latest revision: January 2024 / reserve rights to changes