

Preamble:

Any contracts and agreements related to these terms must be made in writing. Individual agreements (framework agreements etc.) may regulate separate points in more detail and other than given. In all other points the following apply in this order: these terms, separate detailed agreements, HNP house rules, the terms of the cooperative agreement on providing board and accommodation of the hotel and accommodation facilities association with the travel agents association.

1 Contract conclusion

1.1 Contracts are concluded based on these terms of business, as soon as the room/s, spaces, areas, other supplies and services have been ordered and accepted. HNP will confirm reservations in writing as far as possible. The advance payments asked for by the Hotel have not been made by the date requested, the concluded agreement becomes null and void.

1.2 If details of the reservation confirmation deviate from those of a quote or application, the confirmation details other than given are binding on the contractual parties and HNP if the guest does not immediately and explicitly object after receiving the reservation confirmation.

1.3 If the contractual party is a registered trader, he himself is liable for any contractual obligations as well as for any guests he has placed.

2 Reservation:

Each reservation only becomes valid when confirmed in writing (fax, email) by HNP. The confirmation includes a specific reservation number (ResID), the service provided (category, number of guests, period) rates and booking terms. If no framework agreement exists, the reservation is considered confirmed and booked only when the mandatory down-payment (generally 30% of the booking sum) is deposited on HNP's account. In case of cancellation the down-payment will be charged and retained as a cancellation fee. Unless otherwise agreed, a reservation is considered lapsed if the down-payment has not been credited to HNP's account no later than 14 days after the reservation confirmation date. HNP reserves the right to charge a cancellation fee in this case too.

3 Hotel voucher

A voucher must include the exact ResID, the accommodation dates and in particular the arrival and departure dates. These dates must be consistent with the reservation confirmation. Any services beyond this will either not be provided by HNP or charged to the guest directly in line with HNP terms. A voucher is only accepted as a form of payment pursuant to a separate agreement. Otherwise the booking sum must be transferred in full before arrival or secured by a credit card or similar. Bookings are charged on the day of arrival. In a case where the guest is to make the payment, this has to be agreed separately and clearly shown on the voucher.

4 Arrival and departure:

4.1 Rooms are available on the day of arrival from 3pm and are held unless otherwise arranged until no later than 6pm. After 6pm HNP is entitled to allocate the rooms otherwise unless another arrangement has been agreed explicitly and in writing.

4.2 On the day of departure the room must be vacated no later than 10am. If the room is vacated later, HNP is entitled to charge 50% of the daily rate. If departure is scheduled after 10am the guest must notify reception accordingly, as long as the Hotel agrees to this; with departure before 6pm the half-day rate for the room is due and after 6pm the full day rate.

5 Cancellations or premature departure

5.1 These must be made in writing and apply to a confirmed reservation (ResID). Cancellations are only valid if confirmed in writing by HNP. Cancellations can be made up to 28 days prior to the scheduled day of arrival at no charge. Down-payments already made are credited 100% to a future booking if requested or are remitted with a 25€ handling fee deducted.

5.2 If cancellations are made within 28 days prior to the scheduled day of arrival the following terms apply:

Up to 14 days: 30% of the booking sum

Up to 7 days: 75% of the booking sum

Up to the day of arrival or premature departure: 100% of the booking sum, less any substitute bookings.

6 Annulments:

HNP has the right to dispose of non-guaranteed booked room capacity 60 days before the scheduled day of arrival; a maximum 50% of the arranged, non-guaranteed capacity 21 days before the scheduled day of arrival; a maximum 25% of the arranged, non-guaranteed capacity 14 days before the scheduled day of arrival. HNP will notify the travel agent accordingly by fax or email.

7 Payment terms

7.1 The rate agreed as per the reservation may be requested on arrival as long as no other arrangement has been agreed or a payment guarantee has been presented.

7.2 With stays of more than three days, HNP reserves the right to issue a partial invoice.

7.3 As long as no advance payments are to be made, all the Hotel's outstanding bills are due no later than when the guest arrives and are either to be settled at the Hotel or secured with a bank guarantee.

7.4 Invoices issued to guests are to be paid at the Hotel directly, either in cash or with an accepted credit card.

7.5 Invoices with payment term are due 14 days after the issue date net on HNP's bank account. All the expenses resulting from this payment procedure are to be borne by the invoice recipient. If the payment term is exceeded the invoice recipient is obliged to pay the costs of a collection agency as well as late interest of at least 1% per month and agrees that with default of payment interest is capitalised until the date of the court case and collection expenses will be added to the capital.

7.6 Default of payment entitles HNP to withhold further services arising from the current contract and resign from contracts related to future services; in addition, HNP is entitled to charge the loss of profits incurred to the same extent as if this cancellation had been made by the guest.



8 Liability

- 8.1 The contractual parties of HNP or the guest as such are liable to HNP entirely for damages they or their guests cause or are responsible for.
- 8.2 Use of the rooms by the guest other than agreed entitles the Hotel to cancel the contract without notice, without this reducing its claim to the agreed remuneration.
- 8.3 If HNP is impeded by force majeure, technical faults, strikes or similar in providing its services, no compensation for damages may result from this. However, HNP is obliged to make an effort to otherwise provide the client with services of equal value.
- 8.4 HNP is liable to the guest as per the provisions of the ABGB. The Hotel's liability is excluded if the room or containers in which the guest leaves belongings remain unlocked. HNP does not accept any liability for valuables in the rooms including those locked in the room safes.
- 8.5 HNP is liable for the correctness of the services described and the proper provision of the contractually agreed services.
- 8.6 HNP is not liable for services of the associates and events arranged by HNP.
- 8.7 The guest/organiser is obliged in the event of any disruptions to services that may occur to do their utmost to help rectify the disruption and limit any damages. The guest/organiser is obliged to notify the hotel management of any complaints without delay. If the guest fails to meet this obligation, he is not entitled to make any claims.
- 8.8 Engaging in any sporting or other holiday-related activities is the guest's own responsibility. Guests are urged always to inspect sports facilities, equipment and vehicles before using them. HNP is only liable for accidents that occur at sporting events and other holiday-related activities if it is at fault. It is recommended that sports accident insurance be taken out.

9 Miscellaneous

- 9.1 The Hotel will take the utmost care to provide wake-up calls. However, claims for damages are excluded in the case of non-fulfilment.
- 9.2 Information of all kinds will be provided to the best of our knowledge but without guarantee.
- 9.3 Lost property (left items) will be forwarded only on request and with reimbursement of expenses. The Hotel is obliged to store them for up to six months; after this period these items will be disposed of.
- 9.4 Messages, mail and consignments of goods for guests are handled with care. The Hotel is responsible for storing, delivering and forwarding these on request. However, any liability for loss, delay or damage is excluded.
- 9.5 Transport of persons and luggage when conveyed free of charge: HNP's liability for personal and property damage is limited to the statutory motor vehicle insurance. Liability for losses and delays is totally excluded.
- 9.6 Local taxes are **not** included in the arrangement and apartment rates, especially with TimeShare and HNP Club arrangements and are to be paid separately.

10 Additional, special information for TimeShare

- 10.1 Extras such as electricity, gas, water, heating, bed linen and towels are included. Local tax and final cleaning are billed separately based on length of stay, number of guests aged 15 plus and the apartment.
- 10.2 The holiday apartment may only be occupied by the number of adults and children given in the reservation confirmation.
- 10.3 Arrival and departure dates are binding.
- 10.4 . Each guest is obliged to treat the unit and fixtures and any common areas with care. They are also obliged to compensate for any damages that occur caused by them or their companions and guests during their stay.
- 10.5 When keys are handed over a reasonable amount (at least €500) may be requested as a security deposit for any damages. This is paid back or offset when the unit or fixtures have been handed back in reasonable condition at the end of the stay.
- 10.6 On departure the holiday units are to be left swept clean. If any used dishes are left, an extra €50 will be charged.

11 Concluding provisions

- 11.1 The right to correct mistakes and printing and calculation errors is reserved.
- 11.2 Oral agreements only take effect when they have been confirmed by HNP in writing.
- 11.3 Court of jurisdiction for any disputes arising from this contract and its fulfilment is agreed as long as legally permissible as the court at Zell am See.
- 11.4 Should any of the above terms be ineffective, this does not affect the validity of the other terms. Instead of the invalid terms a valid ruling that comes closest to it applies.

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