



## Hotel GILBERT AGB

### 1. SCOPE

#### 1.1.

These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all deliveries and services provided by Austrotel BetriebsgesmbH with its registered office in Vienna and its business address at Breite Gasse 9, A-1070 Vienna, registered in the Commercial Register of the Commercial Court of Vienna under FN 69884X, (hereinafter referred to as "Hotel GILBERT") vis-à-vis the Guest and its respective accompanying persons, who make use of deliveries and services of Hotel GILBERT (hereinafter jointly referred to as "Guest"), an organiser or other contractual partners who conclude an accommodation contract for a Guest (hereinafter referred to as "Contractual Partner"), arising from or in connection with an accommodation contract.

As a rule, the guest is also the contracting party. The deliveries and services consist in particular of the provision of the use of hotel rooms and other rooms, e.g. for seminars, meetings, presentations, conferences and other events, in return for payment, as well as all other related deliveries and services of Hotel GILBERT, such as the sale of food and beverages (F&B), on the basis of the accommodation contract concluded between Hotel GILBERT and the contracting partner (hereinafter referred to as the "accommodation contract" in relation to all the above-mentioned deliveries and services). Hotel GILBERT is entitled to fulfil its deliveries and services through third parties.

#### 1.2.

These GTC refer to the accommodation contract concluded with Hotel GILBERT. The GTC of the contracting partner do not apply, even if Hotel GILBERT does not expressly object to them. Counter-confirmations of the contractual partner with reference to its GTC are hereby contradicted.

### 2. CONCLUSION OF THE CONTRACT AND DOWN PAYMENT

#### 2.1.

The offers made by Hotel GILBERT on its website ([www.hotel-GILBERT.at](http://www.hotel-GILBERT.at)) are non-binding.

#### 2.2.

Bookings by the contracting partner as well as verbal agreements shall only be deemed accepted or binding if they have been confirmed in writing by Hotel GILBERT by means of persons authorised to represent the contracting partner or have been expressly agreed via the booking platform in accordance with the procedure specified therein. Correspondence of any kind that merely confirms receipt of a booking (such as, but not limited to, automatically generated electronic confirmations of receipt sent by e-mail in the case of bookings via the booking platform) shall not be deemed to constitute acceptance of the actual booking.

Silence on the part of Hotel GILBERT does not constitute consent. If the booking confirmation of Hotel GILBERT contains changes to the booking, these changes are deemed to be approved by the contracting partner if he does not object to them within 24 hours. Hotel GILBERT assumes no responsibility or obligation to verify any errors within the scope of the booking process, unless they are corrected promptly by the contracting partner, at the latest, however, within 2 hours of receipt of the booking confirmation.

#### 2.3.

If the purchaser concludes the contract on behalf of a third party, it is not the purchaser but the third party who becomes the contractual partner of Hotel GILBERT. The purchaser must draw Hotel GILBERT's attention to this in good time and before conclusion of the contract, send or hand over his written authorisation for the specific conclusion of the contract and inform Hotel GILBERT of the name and address of the actual contractual partner. In any case of missing or insufficient authorisation by the (intended) contractual partner, the purchaser itself shall be deemed to be the contractual partner and shall be liable, irrespective of the degree of its own fault, for the interest in performance.

2.4.

Hotel GILBERT is entitled to demand an appropriate advance payment or a security deposit (e.g. in the form of a credit card guarantee or a down payment) from the contracting party upon conclusion of the contract up to 100% of the agreed contract sum plus any value added tax. In this case, the booking shall only be deemed to have been made upon receipt by Hotel GILBERT of the requested security deposit/deposit by the contracting partner, whereby the accommodation contract shall only be concluded in this case upon renewed acceptance of the booking by Hotel GILBERT.

2.5.

#### Regulation for group reservations:

In any case, for bookings of the following sizes, the contracting party shall be obliged to make a down payment of 50% of the agreed contract sum plus any value added tax by the dates specified below as follows:

for 6 rooms or more, no later than 30 calendar days (received at the bank) prior to the start of the first calendar day of accommodation at Hotel GILBERT (hereinafter "arrival day").

The provisions in item 2.4 of these GTC shall apply mutatis mutandis. The down payment shall be credited against the agreed contract sum plus any value added tax.

2.6.

If the contracting partner is in default with the payment of the deposit, Hotel GILBERT shall be entitled to terminate the accommodation contract concerned in each case for good cause for which the contracting partner is responsible, notwithstanding the provisions of item 2.4 of these GTC, after a further written request (by e-mail is sufficient) and setting of a grace period of 2 bank days.

Such a termination is deemed to be a cancellation by the contractual partner, so that Hotel GILBERT is entitled to charge the (no-fault) cancellation fees specified below. Further claims for damages by Hotel GILBERT remain unaffected by this.

### 3. CONTRACTUAL SUM, PRICES, PAYMENT CONDITIONS

3.1.

The agreed contract sum plus any value added tax is determined according to the price list of Hotel GILBERT valid at the time of conclusion of the contract. All prices are exclusive of statutory VAT, local taxes and for the lowest applicable unit (persons, days, etc.).

In the event of a change in the statutory turnover tax or the introduction, amendment or abolition of local levies on the agreed subject matter of the supplies and after the conclusion of the contract, the agreed contract sum plus any turnover tax shall be adjusted accordingly; in the case of contracts with consumers, however, only if the period between the conclusion of the contract and the performance/hosting of the contract exceeds 3 calendar months.

3.2.

The agreed contract amount plus any value added tax of the confirmed booking is binding, subject to the provisions in points 3.1 and 3.3 of these GTC. Any special prices or conditions that are temporarily advertised as a promotion shall not apply to an accommodation contract that has already been concluded, even if these special prices or conditions relate to the time of accommodation.

3.3.

If the period between the booking and the date of arrival exceeds 3 calendar months, Hotel GILBERT is entitled to increase the agreed contract sum plus any value added tax accordingly. In this case, the agreed contract sum changes in the same proportion as the consumer price index 2020, published by STATISTIK Austria at ([www.statistik.at](http://www.statistik.at)), changes. The basis of the value protection is the index figure published for the month of the conclusion of the contract (= 100), the comparative index is the last published index before the beginning of the first calendar day of accommodation at Hotel GILBERT. Fluctuations of up to 5% are not taken into account.

3.4.

Hotel GILBERT shall inform the contracting party in writing (by e-mail is sufficient) of the desired price increase in accordance with the above provisions. The contracting party has the right to withdraw from the respective accommodation contract in writing (by e-mail is sufficient) within 3 calendar days from the written information if it does not accept the

increased contract amount plus any value added tax according to the above provisions. Hotel GILBERT may also unilaterally avert such a withdrawal by the contracting party if Hotel GILBERT waives the increase in the contract sum resulting from the above provisions plus any value added tax within 3 calendar days of receipt of the notice of termination by the contracting party in writing (e-mail sufficient) vis-à-vis the contracting party.

3.5.

The agreed contract sum plus any value added tax may furthermore be changed by Hotel GILBERT if the contract partner makes changes to the booking, in particular with regard to the number of guests and the rental period.

3.6.

Hotel GILBERT's claim for payment is due immediately upon receipt of the respective invoice without deduction. Hotel GILBERT is entitled to invoice or interim invoice for the deliveries and services provided at any time. An invoice is deemed to have been received by the invoice recipient no later than 3 days after dispatch, unless proof of earlier receipt can be provided. In the event of default in payment, interest on arrears in the amount of 9.2% above the base interest rate per year shall be deemed to have been agreed for entrepreneurs as contractual partners and interest on arrears in the amount of 5% per calendar year shall be deemed to have been agreed for consumers within the meaning of the Consumer Protection Act. This also applies to the costs and expenses of Hotel GILBERT vis-à-vis third parties in connection with the booked deliveries and services, insofar as these costs and expenses have been stipulated in the accommodation contract or approved by the contracting partner or are usually associated with the agreed deliveries and services.

3.7.

The contracting partner undertakes to bear all reasonable and expedient costs and expenses associated with the collection of Hotel GILBERT's claims, such as, in particular, collection costs set out in the tariff or reminder costs, such as, in particular, solicitor's reminders. In the event of reminders, Hotel GILBERT reserves the right to charge a lump sum of € 20 plus VAT for each reminder sent.

3.8.

The issuing of a total invoice does not release from the timely payment of the individual invoices. A delay in payment of even one individual invoice entitles Hotel GILBERT to withhold all further and future services and to make the fulfilment of the services dependent on a security deposit or down payment of up to 100% of the outstanding payment in any case.

3.9.

Payment as well as security deposits and down payments are due without deduction and without discount. Costs of money transactions (e.g. transfer charges) shall be borne by the contractual partner in all cases. For credit and debit cards, the respective conditions of the card companies apply. Hotel GILBERT is entitled to reject foreign currency, cheques and credit cards. If foreign currencies are accepted, they will be accepted in payment at the daily exchange rate, whereby the contracting partner must bear all associated costs. Vouchers from tour operators will only be accepted if a credit agreement exists with the company concerned or if corresponding advance payments have been made. A refund of unused deliveries and services is excluded.

3.10.

If the contracting partner uses a credit card for payment, even without physically presenting it (e.g. via telephone, Internet or similar), the contracting partner is not entitled in relation to Hotel GILBERT to revoke this charge vis-à-vis its credit card institute.

3.11.

If the contracting partner refuses to pay the agreed contractual sum plus any value added tax or is in default therewith, Hotel GILBERT shall be entitled to the statutory right of retention pursuant to § 970c ABGB (Austrian Civil Code) as well as the statutory right of lien pursuant to § 1101 ABGB on the items brought in by the contracting partner, whereby it shall be deemed to be agreed that all items brought into the rooms rented by the contracting partner are the unencumbered property of the latter.

Hotel GILBERT is furthermore entitled to this right of retention or lien to secure its other claims arising from the accommodation contract, in particular for catering, other expenses made for the contractual partner and for any claims for compensation of any kind.

3.12.

The contracting partner may only offset a claim of Hotel GILBERT if its claim is undisputed or has been legally established by a court. This applies mutatis mutandis to the exercise of

a right of retention due to the contracting partner's own claims. Such claims may only be assigned with the written consent of Hotel GILBERT.

3.13.

Unless otherwise agreed in writing, the contracting party shall be obliged to pay the agreed contract sum plus any additional amounts that have arisen due to separate use of services by the contracting party and/or the guests attributable to it, in each case plus any value-added tax, by the date of departure at the latest. The contracting party and each of the guests attributable to it (insofar as they are of age) shall be jointly and severally liable for such additional amounts, unless otherwise expressly agreed in writing (e-mail is sufficient).

3.14.

Hotel GILBERT does not accept foreign currencies. Payment must be made exclusively in euros.

3.15.

Hotel GILBERT has the right to invoice or interim invoice its deliveries and services at any time.

#### 4. USE AND HANDOVER OF THE ROOMS, DEPARTURE

4.1.

The provision of hotel rooms and/or other premises, e.g. for seminars, meetings, presentations, conferences and other events, shall be exclusively for accommodation purposes or the respectively agreed event purposes, unless Hotel GILBERT has expressly approved an alternative use of the premises in writing in the individual case. By concluding the accommodation contract, the contracting party acquires the right to the customary use of the booked hotel rooms and/or other premises as well as the other facilities of Hotel GILBERT, insofar as the latter are open for use by all guests.

4.2.

The passing on or subletting of the rooms provided to third parties as well as the use of the rooms provided free of charge by third parties is not permitted without the express prior written consent of Hotel GILBERT. The guest must adapt his behaviour to the house rules laid out by Hotel GILBERT in the room and also urge his guests to behave accordingly.

4.3.

Booked rooms are available to the contracting partner and the guests attributable to it from 3:00 p.m. on the day of arrival, unless earlier use free of charge by Hotel GILBERT has been expressly approved in advance in writing (by e-mail is sufficient). If rooms are used for the first time before 3:00 p.m. without such approval of free earlier use by Hotel GILBERT, the previous day counts as the day of arrival. In this case, Hotel GILBERT has the right to charge this previous night at the current accommodation price according to the price list of Hotel GILBERT valid in this period (list price).

4.4.

Unless otherwise agreed, Hotel GILBERT has the right to assign booked rooms to other parties on the day of arrival without the contracting partner and/or the guests attributable to it being able to derive any rights or claims from this, insofar as the contracting partner and/or the guests attributable to it have not taken over the booked rooms by this time. In this case, there shall be no obligation to provide accommodation. If the contracting party has provided a security deposit and the premises have been booked for more than one night, the premises shall remain reserved until 12:00 noon of the calendar day following the day of arrival, irrespective of the time of arrival; thereafter, there shall again be no obligation to provide accommodation.

4.5.

The booked rooms must be vacated by 11:00 a.m. at the latest on the last calendar day of accommodation at Hotel GILBERT (hereinafter "departure day"). If this is not the case for reasons for which the contracting partner and/or the guests attributable to it are responsible, Hotel GILBERT is entitled to charge an additional full calendar day at the current accommodation price according to Hotel GILBERT's price list valid during this period (list price). Further claims for damages by Hotel GILBERT remain unaffected by this.

4.6.

If the contracting partner gives notice in good time of its wish to extend the stay or other deliveries and services of Hotel GILBERT, the latter may accept the offer to extend the stay and the associated amendment of the accommodation contract at its own discretion. Hotel GILBERT is under no obligation to do so, so that the contracting party has no right to extend the stay and/or amend the accommodation contract. Hotel GILBERT is entitled to adjust the agreed contract sum plus any value-added tax in the event of such extensions, also irrespective of the previous conditions of the contracting party.

## 5. WITHDRAWAL FROM THE CONTRACT - REDUCTION OF ORDERED SERVICES - CANCELLATION

### 5.1.

In the event of cancellation of the accommodation contract or reduction of the scope of the contract (which must in any case be made in writing, by e-mail sufficiently) after conclusion of the accommodation contract, the contracting party shall, except in cases of force majeure and insofar as Hotel GILBERT is culpably responsible, be obliged to make the payments specified below as a contingency fee within the meaning of Section 909 of the Austrian Civil Code (hereinafter "cancellation fee").

A complete or partial cancellation of the accommodation contract or reduction of the contractual scope of bookings by the contracting party after conclusion of the accommodation contract up to 6 months before the date of arrival at the latest is possible free of charge; however, any deposits made prior to this shall remain with Hotel GILBERT in any case and shall in this case be deemed to be the applicable cancellation fee in the same amount. Canceled rooms and other deliveries and services may be subcontracted by Hotel GILBERT to third parties without the resulting advantage for Hotel GILBERT affecting the amount of the cancellation fee.

#### Cancellation fee for group reservations:

##### 6-20 rooms:

- 30 days to 14 days prior to arrival 50% of the agreed contract amount affected by the cancellation of the accommodation contract or reduction in the scope of the contract, plus any value added tax
- From 14 days to 7 days prior to arrival 75% of the agreed contract amount affected by the cancellation of the accommodation contract or reduction in the scope of the contract plus any value added tax
- FROM 6 days prior to arrival 100% of the agreed contract amount affected by the cancellation of the accommodation contract or reduction of the scope of the contract plus any VAT.

##### From 21 rooms:

- 60 days to 30 days prior to arrival 50% of the agreed contract amount affected by the cancellation of the accommodation contract or reduction in the scope of the contract, plus any value added tax
- From 29 days to 15 days prior to arrival 75% of the agreed contract amount affected by the cancellation of the accommodation contract or reduction in the scope of the contract plus any value-added tax
- From 14 days prior to arrival 100% of the agreed contract amount affected by the cancellation of the accommodation contract or reduction in the scope of the contract plus any VAT.

### 5.2.

Hotel GILBERT reserves the right to assert further claims for damages. If partial payments/pre-payments have already been received, these will be retained and offset against the cancellation fee.

### 5.3.

Depending on the season (e.g. New Year's Eve, Easter, Advent weekends, Christmas, public holidays, event days), special cancellation conditions may apply in accordance with the conditions announced by Hotel GILBERT when the booking is made.

### 5.4.

In deviation from § 909 ABGB (Austrian Civil Code), it is agreed for the above-described cases of a (possibly partial) cancellation of the accommodation contract or reduction of the scope of the contract that Hotel GILBERT is entitled to charge the reimbursement of the



following expenses in addition to the cancellation fees mentioned above under item 5.1 of these GTC:

- all third-party costs incurred by Hotel GILBERT in connection with the accommodation contract and assumed by Hotel GILBERT (in anticipation of the implementation of the contractually agreed deliveries and services) and which are non-refundable;
- all expenses paid by Hotel GILBERT in connection with the accommodation contract;
- all down payments in an appropriate amount which Hotel GILBERT has made to third party providers in connection with the accommodation contract, insofar as these cannot be reclaimed; and
- all cancellation fees collected by third party providers in respect of Hotel GILBERT's contractual obligations to such third parties in connection with the accommodation contract.

The offsetting of the above-mentioned expenses shall take place against proof.

5.5.

Any cancellation of the accommodation contract or reduction in the scope of the contract must be notified in writing (by e-mail is sufficient). Receipt will be confirmed in writing by Hotel GILBERT.

5.6.

In all cases of a no-show or non-arrival, the sum of the cancellation fee is 100% of the agreed contract sum plus any VAT.

## 6. CANCELLATION BY HOTEL GILBERT

6.1.

If the accommodation contract provides for a down payment and if this down payment has not been made by the contracting party or has not been made on time, Hotel GILBERT may withdraw from the accommodation contract by setting a grace period in writing (by e-mail is sufficient) of no more than 3 calendar days.

6.2.

In accordance with the statutory regulations, Hotel GILBERT is entitled to withdraw from the accommodation contract or to terminate the accommodation contract for good cause by setting a grace period (by e-mail is sufficient) of no more than 3 calendar days in writing. An important reason is given in particular if:

- the contracting party fails to perform a due service;
- the performance of the accommodation contract is impossible due to force majeure (including pandemics and official orders as a result of such pandemics, including COVID-19). strike or other circumstances for which Hotel GILBERT is not responsible;
- the contracting party makes misleading or false statements about himself and/or guests attributable to him;
- the purpose or reason for the stay is unlawful;
- the contracting partner uses the name of Hotel GILBERT with advertising measures without prior written consent;
- the contracting partner sublets the contractual premises in whole or in part without the written consent of Hotel GILBERT or otherwise allows a third party to use them;
- the contracting partner or a person attributable to him makes a considerably disadvantageous use of the rented premises or by inconsiderate, offensive or otherwise grossly improper behaviour towards Hotel GILBERT or its employees or the guests staying at the hotel or third parties makes their common stay unpleasant or is guilty towards these persons of an offence threatened with punishment against property, morality or physical integrity, whereby attempt and reasonable suspicion shall suffice;
- the contracting party or a person attributable to the contracting party is afflicted with a contagious disease or a disease that extends beyond the agreed period of accommodation or otherwise becomes in need of care; or
- the use of the booked supplies and services is or may be, at Hotel GILBERT's discretion, likely to endanger the safety or reputation of Hotel GILBERT in public.

6.3.

Claims of Hotel GILBERT for compensation of the damage caused by the cancellation/termination of the contract remain unaffected.

## 7.SUBSTITUTE ACCOMMODATION

7.1.

The contracting partner and the guests attributable to it have no claim to the use of specific premises of Hotel GILBERT. Insofar as the contracting partner is not a consumer, Hotel GILBERT may provide the contracting partner with adequate substitute accommodation of at least an equivalent or higher standard if this is objectively justified and not entirely unreasonable for the guests attributable to the contracting partner.

7.2.

An objective justification is given, for example, if the reserved rooms have become unusable, if there is an overbooking for which Hotel GILBERT is not grossly responsible or if other important operational measures make this step imperative.

7.3.

Hotel GILBERT will inform the contracting partner immediately in writing (by e-mail is sufficient) no later than 7 calendar days before the day of arrival about any necessary accommodation in substitute accommodation and will provide any necessary travel from Hotel GILBERT to the substitute accommodation and back free of charge. Furthermore, the contracting partner and the guests attributable to the contracting partner shall be entitled to further compensation for additional expenses insofar as they were causally caused by the accommodation in the said substitute accommodation.

7.4.

If the contracting partner rejects the accommodation in a substitute accommodation within 5 calendar days after notification by Hotel GILBERT in writing (again by e-mail is sufficient), the accommodation contract shall be deemed cancelled and all payments made by the contracting partner up to this point in time in connection with the cancelled accommodation contract shall be transferred back to Hotel GILBERT within a period of one week after cancellation. In the opposite case, the offered substitute accommodation shall be deemed to have been accepted by the contracting party. Hotel GILBERT may also unilaterally avert such a cancellation by the contracting partner if Hotel GILBERT waives the transfer to substitute accommodation resulting from the above provisions within 24 hours of receipt of the rejection of the same by the contracting partner in writing (by e-mail is sufficient) vis-à-vis the contracting partner.

## 8. RIGHTS OF HOTEL GILBERT

8.1.

Hotel GILBERT may charge for the cleaning of any soiling of furnishings or other parts of the FF&E that goes beyond normal use in a hotel room or other hotel premises, or for the corresponding costs of their repair and, if necessary, their replacement (at replacement value). The contracting partner and the guests attributable to it (provided they are of age) shall in turn be jointly and severally liable.

8.2.

Hotel GILBERT may ban the contracting partner and/or guests attributable to it from the premises for justified reasons.

## 9.LIABILITY FOR OBJECTS BROUGHT IN

9.1.

The statutory provisions of §§ 970 ff ABGB (Austrian Civil Code) apply to items brought in by the contracting partner and/or guests attributable to him. Items are deemed to have been **brought in** if they have been handed over to Hotel GILBERT or one of its employees **in** return for confirmation or if they have been brought to a specific place expressly designated for this purpose by Hotel GILBERT.

Hotel GILBERT is liable within the framework of the statutory provisions (and thus depending on the conditions standardised therein). The claim for compensation expires, however, if the damage is not reported to Hotel GILBERT immediately upon becoming aware of it.

Valuables, money or securities are to be deposited in the safe at the reception or in the safe in the room, otherwise the liability of Hotel GILBERT is deemed to be excluded. The safekeeping of valuables, money and securities can be refused by Hotel GILBERT without reason, in particular if the objects are considerably more valuable than the contracting partners and/or guests usually give into safekeeping.

9.2.

Items left behind by the contracting partner are not deemed to be stored by Hotel GILBERT or brought in by the contracting partner and will only be forwarded at the request, risk and expense of the contracting partner. Hotel GILBERT will store these items for 3 months in return for reimbursement of costs or a storage fee in the case of third-party storage. After this period, they will be handed over to the local lost property office if there is a recognisable value.

9.3.

Hotel GILBERT does not provide insurance cover for items brought in, or only to a limited extent in accordance with mandatory statutory provisions. The conclusion of any necessary insurance is the sole responsibility of the contractual partner.

## 10. LIABILITIES

10.1.

The contracting partner as well as the guests attributable to it (the latter if of age) shall be jointly and severally liable to Hotel GILBERT for all damage culpably caused by themselves (including guests who are not of age) or by third parties who are in turn attributable to the contracting partner and/or the guests attributable to it.

10.2.

Hotel GILBERT's liability towards consumers within the meaning of the Consumer Protection Act for slight negligence is excluded entirely, with the exception of personal injury. Liability towards consumers for loss of profit or other financial losses (also as a result of personal injury) within the scope of slight negligence is also excluded.

10.3.

Hotel GILBERT is liable to entrepreneurs for all legal and pre-contractual, main contractual or ancillary contractual claims, again with the exception of personal injury, in principle only in the case of intentional or grossly negligent conduct. Liability for loss of profit, indirect damage and consequential damage caused by a defect shall be excluded vis-à-vis entrepreneurs, except in cases of gross negligence and intent. The amount of liability towards entrepreneurs, in the case of simple gross negligence, is limited to three times the value of the respective agreed contractual amount, but in any case to the respective available liability insurance amount of Hotel GILBERT.

10.4.

Exclusions and limitations of liability apply in the same way in favour of all companies used by Hotel GILBERT to fulfil its contractual obligations, their subcontractors and vicarious agents.

10.5.

All claims of the contracting party, insofar as the contracting party is not a consumer under the Consumer Protection Act, against Hotel GILBERT arising out of or in connection with the respective accommodation contract shall become statute-barred (i) 12 months after knowledge of the damage and the damaging party, and (ii) in any case after the expiry of 12 months from the date of arrival, whichever is earlier from (i) or (ii). For consumers under the Consumer Protection Act, the statutory provisions shall apply.

10.6.

In connection with the provision of parking spaces for motor vehicles in the spatial vicinity of Hotel GILBERT, the contractual partner enters into a separate contractual relationship with any garage operators. If public parking spaces are used, this shall be at the contracting partner's own risk or that of the guests attributable to it; any liability of Hotel GILBERT in this regard shall be deemed excluded.



10.7 The above liability provisions shall apply mutatis mutandis to wake-up orders as well as the acceptance of messages, mail and consignments of goods and/or other free or paid services for the contracting party and/or the guests attributable to it, of whatever kind.

## 11. ANIMAL HUSBANDRY

### 11.1.

Animals are not allowed in the Hotel GILBERT.

## 12. EXTENSION OF THE OCCUPANCY

If the contracting party is unable to leave the hotel on the agreed departure date due to unforeseeable extraordinary circumstances and/or for other reasons for which Hotel GILBERT is not culpably responsible, the accommodation contract shall be automatically extended for the duration of the impossibility of departure, subject to availability. In this case, Hotel GILBERT is entitled to charge for the additional period (i) a fee corresponding to the contract sum agreed for periods prior to this plus VAT, or (ii) the current accommodation price according to Hotel GILBERT's price list valid in this period (list price), whichever is higher from (i) or (ii).

## 13. ILLNESS OR DEATH

### 13.1.

If the contracting partner and/or one or more guest(s) attributable to it falls ill during the stay, Hotel GILBERT will arrange for medical care at the contracting partner's request and at the contracting partner's expense. If there is imminent danger, Hotel GILBERT will arrange for medical care even without the special request of the contracting partner, in particular if this is necessary and the contracting partner is unable to do so himself. As long as the contracting partner is unable to make decisions or the contracting partner's relatives cannot be contacted, Hotel GILBERT will arrange for medical treatment at the contracting partner's expense. However, the scope of these care measures ends at the time when the contracting partner is able to make decisions or the relatives have been notified of the case of illness.

13.2 Hotel GILBERT is entitled to compensation from the contracting partner and the guests attributable to it (insofar as they are of age), or in the event of death from the respective legal successor, in particular for the following costs: outstanding medical costs, costs for ambulance transport, medicines and remedies, room disinfection that has become necessary, linen, bed linen and bed furnishings that have become unusable, otherwise for the disinfection or thorough cleaning of all these items, restoration of walls, furnishings, carpets etc., insofar as these were soiled or damaged in connection with the illness or death. Furthermore, the accommodation price according to the price list of Hotel GILBERT valid during this period (list price) is to be reimbursed for any days of non-usability of the booked rooms (e.g. due to disinfection). The contracting party and the guests attributable to it (insofar as they are of age) shall in turn be jointly and severally liable.

## 14. JURISDICTION AND CHOICE OF LAW

### 14.1.

These GTC as well as the accommodation contract shall be governed by Austrian law to the exclusion of the conflict of laws rules. Provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply and shall be deemed excluded.

### 14.2.

Any disputes arising from these GTC as well as the Accommodation Agreement or relating to their violation, dissolution or nullity shall be subject to the exclusive jurisdiction of the court in Vienna having jurisdiction in commercial matters.

### 14.3.

If the accommodation contract was concluded with a contracting party who is a consumer and has his or her domicile or habitual residence in Austria or is employed in Austria, actions against the consumer pursuant to section 14(1) of the Consumer Protection Act may only be brought at the consumer's general place of jurisdiction (domicile, habitual residence or

place of employment of the consumer). In the case of cross-border disputes between EuGVVO Member States, jurisdiction for consumers is governed by Art 15 et seq. of the EuGVVO. If the defendant consumer has neither a domicile nor an establishment within the meaning of Art 15(2) of the Regulation in a Member State, jurisdiction shall be determined according to national law pursuant to Art 4(1) of the Regulation, subject to Art 22-23 of the Regulation.

14.4.

Amendments and supplements to these GTC as well as to the accommodation contract may only be made in writing (by e-mail is sufficient, as far as legally permissible). Unilateral amendments or supplements by the contracting party shall be invalid in any case.

## 15. OTHER

15.1.

Should individual points of these GTC be or become invalid, this shall not affect the validity of the remaining provisions and the contracting parties undertake to agree on a valid provision in place of the invalid provision which comes closest to it in terms of (economic) sense and purpose. In the event of other loopholes, the relevant statutory provisions shall apply.

15.2.

When calculating a time limit that is determined according to calendar days, the calendar day on which the point in time or the occurrence falls according to which the beginning of the time limit is to be determined shall not be counted. Time limits determined by weeks or months refer to that calendar day of the week or month which by its designation or number corresponds to the calendar day from which the time limit is to be counted. If this calendar day is missing in the month, the last calendar day of that month shall be decisive.

## CATERING SERVICES AND EVENTS

### 1. SCOPE

1.1.

These GTC refer to event contracts concluded with Hotel GILBERT. The GTC of the contracting partner do not apply, even if Hotel GILBERT does not expressly object to them. Counter-confirmations of the contracting partner with reference to its GTC are hereby contradicted.

### 2. CONCLUSION OF THE CONTRACT AND DOWN PAYMENT

2.1.

The offers made by Hotel GILBERT on its website ([www.hotel-GILBERT.at](http://www.hotel-GILBERT.at)) are non-binding.

2.2.

Bookings by the contracting partner as well as verbal agreements shall only be deemed accepted or binding if they have been confirmed in writing by Hotel GILBERT by means of persons authorised to represent the contracting partner or have been expressly agreed via the booking platform in accordance with the procedure specified therein. Correspondence of any kind that merely confirms receipt of a booking (such as, but not limited to, automatically generated electronic confirmations of receipt sent by e-mail in the case of bookings via the booking platform) is not deemed to be acceptance of the actual booking. Silence on the part of Hotel GILBERT shall not be deemed to constitute acceptance. If Hotel GILBERT's booking confirmation contains changes to the booking, these changes are deemed to have been approved by the contracting partner if he does not object to them within 24 hours. Hotel GILBERT assumes no responsibility or obligation to verify any errors within the scope of the booking process, unless they are corrected promptly by the contracting partner, at the latest, however, within 2 hours of receipt of the booking confirmation.

2.3.

If the purchaser concludes the contract on behalf of a third party, it is not the purchaser but the third party who becomes the contractual partner of Hotel GILBERT. The purchaser must draw Hotel GILBERT's attention to this in good time and before conclusion of the contract, send or hand over his written authorisation for the specific conclusion of the contract and inform Hotel GILBERT of the name and address of the actual contractual partner. In any case of missing or insufficient authorisation by the (intended) contractual partner, the purchaser himself shall be deemed to be the contractual partner and shall be liable, irrespective of the degree of his own fault, for the interest in performance.

2.4.

Hotel GILBERT is entitled to demand an appropriate advance payment or a security deposit (e.g. in the form of a credit card guarantee or a down payment) from the contracting partner upon conclusion of the contract up to 100% of the agreed contract sum plus any value added tax. The amount of the advance payment or security deposit and the payment dates are determined by Hotel GILBERT. Unless otherwise agreed, the contracting partner is obliged to pay the security deposit at the latest 90 calendar days (received) before the start of the first calendar day of the event (as defined below). In this case, the booking shall only be deemed to have been made upon receipt of the required security deposit/payment by Hotel GILBERT from the contractual partner, whereby the event contract shall only come into effect in this case upon renewed acceptance of the booking by Hotel GILBERT.

2.5.

If the contracting partner defaults on the payment of the deposit, Hotel GILBERT shall be entitled to terminate the respective event contract for good cause for which the contracting partner is responsible, notwithstanding the provisions of item 2.4 of these GTC, after a further written request (by e-mail is sufficient) and setting of a grace period of 5 banking days. Such a termination shall be deemed to be a cancellation by the contracting partner, so that Hotel GILBERT shall be entitled to charge the (no-fault) cancellation fees specified below. Further claims for damages by Hotel GILBERT remain unaffected by this.

2.6.

Hotel GILBERT is also entitled to unilaterally change the dishes offered, in particular those containing seasonal products. In this case, Hotel GILBERT will submit two alternative proposals to the contracting partner, which must be confirmed by the latter no later than 4 calendar days before the first day of the event, otherwise the selection by Hotel GILBERT will be at its own discretion.

### 3. PRICES AND TERMS OF PAYMENT

3.1.

All services of Hotel GILBERT which are requested by the contracting partner and which are not expressly specified by the contract sums allocated to individual items in the event contract, plus any value added tax, shall be invoiced separately at the rates set out in Hotel GILBERT's price list valid at the time of the event (list price).

3.2.

The agreed contractual amount shall be exclusive of statutory turnover tax, local taxes and for the lowest applicable unit (persons, days, etc.). In the event of a change in the statutory turnover tax or the introduction, amendment or abolition of local taxes on the agreed subject matter of the supplies and after conclusion of the contract, the agreed contract sum plus any turnover tax shall be adjusted accordingly; in the case of contracts with consumers, however, only if the period between conclusion of the contract and performance of the contract/event exceeds 3 calendar months.

3.3.

Services stated as "estimated" (or similar) in the event contract (e.g. items such as beverages or personnel expenses) will be charged according to actual expenditure. These are merely estimates based on general empirical values and Hotel GILBERT is not required to actively point out any additional consumption. The event contract is thus made up of fixed and variable items, which is why a reduction in the number of persons does not mean a reduction in the price. Unless otherwise agreed, drinks will be invoiced at Hotel GILBERT's price list (list price) valid on the first calendar day of the event.

3.4.

The agreed contract sum plus any value added tax of the confirmed booking shall be binding, subject to the provisions in points 3.1 and 3.7 of these GTC. Any special prices or conditions that are temporarily advertised as a promotion shall not apply to an event contract that has already been concluded, even if these special prices or conditions relate to the time of the event.

3.5.

Costs incurred in addition to the contractually agreed services, such as telephone, drinks in the restaurant/bar as well as additionally ordered food and drinks are to be paid by each event participant and will be charged directly to the guest immediately upon consumption. The contractual partner shall be liable for these costs jointly and severally with the respective event participant.

3.6.

As a rule, the contracting partner may not bring food and drinks to events. Exceptions require an agreement with Hotel GILBERT. In these cases, a contribution to cover overhead costs will be charged (stubble money).

3.7.

If the period between the booking and the first day of the event exceeds 3 calendar months, Hotel GILBERT is entitled to increase the agreed contract sum plus any VAT accordingly (for both fixed and variable remuneration components). In this case, the agreed contractual amount changes in the same proportion as the consumer price index 2020, published by STATISTIK Austria at ([www.statistik.at](http://www.statistik.at)), changes. The basis of the value protection is the index figure published for the month of the conclusion of the contract (= 100), the comparative index is the last published index before the beginning of the first calendar day of accommodation at Hotel GILBERT. Fluctuations of up to 5% are not taken into account.

3.8.

Hotel GILBERT will inform the contracting partner in writing (by e-mail is sufficient) of the desired price increase in accordance with the above provisions. The contracting partner has the right to withdraw from the respective event contract in writing (by e-mail is sufficient) within 3 calendar days of written information if it does not accept the contract sum increased in accordance with the above provisions plus any value added tax. Hotel GILBERT may also unilaterally avert such a withdrawal by the contracting partner if Hotel GILBERT waives the increase in the contract sum resulting from the above provisions plus any value-added tax within 3 calendar days of receipt of the notice of termination by the contracting partner in writing (e-mail sufficient) vis-à-vis the contracting partner.

3.9.

The agreed contractual amount plus any value added tax may furthermore be amended by Hotel GILBERT if the contracting partner makes changes to the booking, in particular with regard to the number of guests and/or the duration of the event.

3.10.

Hotel GILBERT always has budgetary sovereignty over the event; subcontractor services are commissioned by Hotel GILBERT on behalf of the contractual partner, who must reimburse Hotel GILBERT accordingly for the respective associated costs and cash expenses. Should the contracting partner insist on its own subcontractors, Hotel GILBERT reserves the right to charge a fee for coordination and handling in an appropriate amount of at least 10% in accordance with the event contract. The name and contact person of the sub-service providers must be notified to Hotel GILBERT in writing (by e-mail is sufficient) at least 1 week before the start of the first day of the event.

3.11.

Hotel GILBERT's claim for payment is due immediately upon receipt of the respective invoice without deduction. Hotel GILBERT is entitled to invoice or interim invoice for the deliveries and services provided at any time. An invoice is deemed to have been received by the invoice recipient no later than 3 days after dispatch, unless proof of earlier receipt can be provided. In the event of default in payment, interest on arrears in the amount of 9.2% above the base interest rate per year shall be deemed to have been agreed for entrepreneurs as contractual partners and interest on arrears in the amount of 5% per calendar year shall be deemed to have been agreed for consumers within the meaning of the Consumer Protection Act. This also applies to the costs and expenses of Hotel GILBERT vis-à-vis third parties in connection with the booked deliveries and services, insofar as these costs and expenses have been stipulated in the event contract or approved by the contractual partner or are usually associated with the agreed deliveries and services.

3.12.

The contracting partner undertakes to bear all reasonable and expedient costs and expenses associated with the collection of Hotel GILBERT's claims, such as, in particular, collection costs set out in the tariff or reminder costs, such as, in particular, solicitor's reminders. In the event of reminders, Hotel GILBERT reserves the right to charge a lump sum of € 20 plus VAT per reminder.

3.13.

The issuing of a total invoice does not release from the timely payment of the individual invoices. A delay in payment of even one individual invoice entitles Hotel GILBERT to withhold all further and future services and to make the fulfilment of the services dependent on a security deposit or down payment of up to 100% of the outstanding payment in any case.

3.14.

Payment as well as security deposits and down payments are due without deduction and without discount. Costs of money transactions (e.g. transfer charges) shall be borne by the contractual partner in all cases. For credit and debit cards, the respective conditions of the card companies apply. Hotel GILBERT is entitled to reject foreign currency, cheques and credit cards. If foreign currencies are accepted, they will be accepted in payment at the daily rate of exchange where possible, whereby the contracting partner must bear all associated costs. A refund of unused deliveries and services is excluded.

3.15.

If the contracting party uses a credit card for payment, even without physically presenting it (e.g. via telephone, Internet or similar), the contracting party is not entitled in relation to Hotel GILBERT to revoke the charge to its credit card institute.

3.16.

If the contracting partner refuses to pay the agreed contract sum plus any value added tax or is in default with this, Hotel GILBERT is entitled to the statutory right of retention pursuant to § 970c ABGB (Austrian Civil Code) as well as the statutory right of lien pursuant to § 1101 ABGB (Austrian Civil Code) on the items brought in by the contracting partner, whereby it is deemed to be agreed that all items brought into the rooms rented by the contracting partner are the unencumbered property of the latter. Hotel GILBERT is furthermore entitled to this right of retention or lien as security for its other claims arising from the event contract, in particular for catering, other expenses incurred on behalf of the contracting partner, and for any claims for compensation of any kind.

3.17.

The contracting partner may only offset a claim of Hotel GILBERT if its claim is undisputed or has been legally established by a court. This applies mutatis mutandis to the exercise of a right of retention due to the contracting partner's own claims. Such claims may only be assigned with the written consent of Hotel GILBERT.

3.18.

Unless otherwise agreed in writing, the contracting party shall be obliged to pay the agreed contractual amount plus any additional amounts that have arisen due to separate use of services by the contracting party and/or the guests attributable to it, in each case plus any value added tax, no later than on the last calendar day of the event (hereinafter "last calendar day of the event"). The contracting party and each of the guests attributable to it (insofar as they are of age and actually ordered and consumed by it) shall be jointly and severally liable for such additional amounts, unless otherwise expressly agreed in writing (by e-mail is sufficient).

3.19.

Hotel GILBERT does not accept foreign currencies. Payment is to be made exclusively in euros.

3.20.

Hotel GILBERT has the right to invoice or interim invoice its deliveries and services at any time.

#### 4. USE AND HANDOVER OF PREMISES

4.1.

The provision of rooms, e.g. for seminars, meetings, presentations, conferences and other events, shall be exclusively for the respective agreed event purposes, unless Hotel GILBERT has expressly approved an alternative use of the rooms in writing in the individual case. By concluding the event contract, the contractual partner acquires the right to the customary use of the booked premises, but not of the other facilities of Hotel GILBERT.

4.2.

The transfer or subletting of the provided premises to third parties as well as the use of the provided premises by third parties free of charge is not permitted without the express prior written consent of Hotel GILBERT. The contracting party must adapt its behaviour in the hotel to the posted hotel and guest guidelines of Hotel GILBERT (hereinafter "Hotel Booklet") (available at [www.hotelGILBERT.at](http://www.hotelGILBERT.at)) and must furthermore ensure and be liable for ensuring that the guests attributable to it do likewise.



4.3.

Provided that the consumption reaches the minimum consumption amount of food and beverages stated in the event contract in each case, the contracting party shall not have to pay a separate rent for the use of the premises. However, if the actual costs for the consumption of food and beverages remain below this total amount, the difference to the invoice amount shall be paid as rent for the use of the premises plus applicable VAT, unless expressly stipulated otherwise.

4.4.

Unless otherwise agreed individually, agreed or waived room rents shall apply exclusively to the provision of premises. Technical equipment and its energy requirements are not included and shall be invoiced separately.

4.5.

Booked rooms are available to the contracting partner and the guests attributable to it exclusively for the booked period of the event. Use beyond this period requires the written consent of Hotel GILBERT and is generally only granted against additional payment. Hotel GILBERT reserves the right to make changes to the room, insofar as these are reasonable for the contractual partner, taking into account the interests of Hotel GILBERT. If the agreed time of commencement of an event is postponed, Hotel GILBERT is entitled to charge the contracting partner for all additional costs incurred as a result, unless Hotel GILBERT itself is culpably responsible for the postponement. If premises are used for the first time before 3:00 p.m. without such permission for earlier use by Hotel GILBERT free of charge, the previous day shall count as the day of arrival. In this case, Hotel GILBERT has the right to charge this previous night at the current accommodation price according to the price list of Hotel GILBERT valid in this period (list price).

4.6.

Unless otherwise agreed, Hotel GILBERT shall have the right to assign booked rooms to other parties on the first day of the event without the contracting partner and/or its attributable guests being able to derive any rights or claims from this, insofar as the contracting partner and/or its attributable guests have not taken possession of the booked rooms by this time. If the contracting party has provided a security deposit and the premises have been booked for an event lasting several days, the premises shall remain reserved until 12:00 noon on the calendar day following the first day of the event.

4.7.

The booked rooms must be returned to Hotel GILBERT on the last calendar day of the event cleared of the organiser's own belongings and those of his guests. If this is not the case for reasons for which the contracting party and/or its attributable guests are responsible, Hotel GILBERT is entitled to charge one calendar day of the room rent at the current price according to the price list of Hotel GILBERT valid in this period (list price) as a (no-fault) contractual penalty for each commenced calendar day of delay. Further claims for damages by Hotel GILBERT remain unaffected thereby. Cleaning costs in relation to soiling of the event premises beyond the usual extent shall be charged to the contractual partner in an appropriate additional amount.

4.8.

If the contracting partner gives notice in good time of its wish to extend the event or other deliveries and services of Hotel GILBERT, the latter may accept the offer of extension and the associated amendment of the event contract at its own discretion. Hotel GILBERT is under no obligation to do so, so that the contracting partner has no right to extend the event and/or amend the event contract. Hotel GILBERT is entitled to adjust the agreed contract sum plus any value added tax in the case of such extensions, also irrespective of the previous conditions of the contracting partner.

4.9.

The contracting partner must ensure that its employees and guests treat the premises and objects of Hotel GILBERT with care.

4.10.

The contracting partner may only bring objects such as structures, signs and the like into the event premises by agreement with Hotel GILBERT. These items must be brought in strictly in accordance with Hotel GILBERT's instructions (in particular, no emergency exits may be blocked, walls or glass surfaces may be covered with stickers, etc.) and only for the agreed duration. The contracting partner shall indemnify and hold Hotel GILBERT harmless for damages and claims caused by these objects. Hotel GILBERT may remove, destroy and/or store items left behind at the contracting partner's expense and risk, unless it is documented in writing that

these items will be stored for the contracting partner for a defined period of time against separate payment.

4.11.

If the contracting partner wishes to change the agreed type of seating on the day of the event, Hotel GILBERT reserves the right to charge an expense allowance for the conversion of at least Euro 100.00 plus VAT.

## 5. HANDLING OF THE EVENT

5.1.

In order to enable careful preparation by Hotel GILBERT, the contractual partner must inform Hotel GILBERT of the final number of participants in writing (by e-mail is sufficient) no later than 3 days before the start of the first calendar day of the event. If the contractual partner informs Hotel GILBERT of a higher number of participants than agreed, this higher number of participants shall only become part of the contract if Hotel GILBERT agrees to this in writing. If Hotel GILBERT does not agree in writing, the contractual partner is not entitled to hold the event with a higher number of participants. If Hotel GILBERT agrees to the contrary, invoicing shall be based on the previous calculation principles according to the new number of participants. If fewer participants actually take part in the event, there will be no refund of any expenses saved.

5.2.

Hotel GILBERT only guarantees that the event will be held in accordance with the contract (in any case only insofar as expressly assigned to Hotel GILBERT's responsibility under the event contract) and that sufficient quantities of drinks and food will be provided, insofar as the specified number of persons is not exceeded. Should the procurement of additional food or beverages for a larger number of persons be associated with additional costs, the contractual partner undertakes to bear the associated costs.

5.3.

In the case of events that extend beyond midnight, Hotel GILBERT reserves the right to invoice and charge for personnel expenses from this time onwards on the basis of individual proof. The contracting partner shall be liable to Hotel GILBERT for additional services to guests who remain longer than planned and are attributable to him (insofar as not included in the agreed contract sum) or to third parties in connection with the event.

5.4.

For each event, the contracting partner must name in advance a person authorised to represent the contracting partner who will be present during the entire event and will be the contact person for employees of Hotel GILBERT. If this is not done or not done at least one day before the event, Hotel GILBERT is entitled to make declarations to any employee of the contracting partner and to conclude agreements with them which are binding for the contracting partner.

5.5.

The contracting partner must immediately specify any defects during the event and report the defect to the Hotel GILBERT employee responsible on site with reference to the contractual agreement, otherwise excluding any warranty and compensation claims. The defects are to be documented on site.

5.6.

At the latest one week before the event, the contractual partner shall inform Hotel GILBERT in writing about the nature and the course of the event. Unless otherwise agreed, the contracting partner undertakes to obtain at its own expense any permits or approvals required under public law for its event, in particular in accordance with the Vienna Events Act 2020, but also with regard to fire protection or other special regulations. The contractual partner shall be responsible for the absence of any permits and shall indemnify Hotel GILBERT in this respect.

Any conditions are to be fulfilled at the contracting partner's expense. The required permits must be submitted to Hotel GILBERT no later than one calendar day before the start of the first calendar day of the event and proof must be provided that the corresponding requirements have been fulfilled. If this is not done, Hotel GILBERT is entitled to prohibit the event from taking place. Such a prohibition is deemed to be a cancellation by the contractual partner, so that Hotel GILBERT is entitled to charge the (no-fault) cancellation fees specified below. Further claims for damages by Hotel GILBERT remain unaffected by this.

5.7.

Hotel GILBERT is furthermore entitled to terminate the event at any time if official requirements, other orders or missing permits and/or acts or omissions of the contracting partner, guests attributable to it or third parties require premature termination. Point 5.6 last and penultimate sentence shall apply mutatis mutandis.

5.8.

In the event that guests of the contracting partner disrupt other events taking place at Hotel GILBERT or disrupt hotel operations through improper behaviour or endanger persons or property, Hotel GILBERT is entitled to expel these guests from the event premises. The agreed minimum consumption will also be charged in full in this case.

5.9.

Advertising of the event by the contracting partner is only permissible after express written consent by Hotel GILBERT (also regarding text and presentation of the advertising, with or without specific use of the name Hotel GILBERT) by e-mail.

5.10.

The contracting partner acknowledges that music may only be played within the scope of the existing operating licence. The contracting partner shall bear the fees and levies (e.g. AKM levies) to be paid for this and shall hold Hotel GILBERT completely harmless.

5.11.

In order to prevent damage, the attachment and installation of decorative material or other objects must be agreed in advance with Hotel GILBERT and then carried out by persons qualified to do so. All fire protection regulations and other statutory provisions must be complied with. Exhibits and other objects, transport packaging, outer packaging and all other packaging materials brought in are to be removed after the end of the event. If the contracting partner fails to comply with this provision, Hotel GILBERT shall be entitled to remove, dispose of and/or (if necessary) store the items at a charge. If removal involves disproportionately high expense, Hotel GILBERT has the option of leaving the items on the premises and charging the respective room rent for the duration of their retention. Hotel GILBERT is at liberty to prove higher damages.

5.12.

If the contracting partner brings in its own electrical equipment, it requires the written consent of Hotel GILBERT before connection to the power grid. The accruing electricity consumption will be charged according to the valid provision and working prices as charged to Hotel GILBERT by the utility company. Hotel GILBERT is free to charge a flat rate. Malfunctions or defects of the technical equipment of Hotel GILBERT Vienna occurring due to connection shall be borne by the contracting partner. Upon written consent of Hotel GILBERT, the contracting partner also has the option to use its own telephone, fax and data transmission equipment. Hotel GILBERT may charge connection fees for this. The contracting partner must guarantee the operational safety of the equipment and provide proof of this to Hotel GILBERT upon request.

5.13.

If Hotel GILBERT procures technical or other equipment from third parties for the contracting partner, Hotel GILBERT shall act on behalf and for the account of the contracting partner; the latter shall be liable for the careful handling and proper return of this equipment and shall indemnify Hotel GILBERT against all claims of third parties upon first written request. Liability on the part of Hotel GILBERT due to untimely procurement or defectiveness of the procured facilities is excluded.

## 6. WITHDRAWAL OR REDUCTION BY THE CONTRACTING PARTY

6.1.

In the event of cancellation of the event contract or reduction of the scope of the contract (which must in any case be made in writing, by e-mail sufficiently) after conclusion of the event contract, the contracting partner is obliged, except in cases of force majeure and insofar as Hotel GILBERT is culpably responsible, to make the payments specified below as a contingency fee within the meaning of § 909 ABGB (Austrian Civil Code) (hereinafter "cancellation fee"). A complete or partial cancellation of the event contract or reduction of the scope of the contract for bookings by the contractual partner after conclusion of the event contract up to 3 months prior to the date of arrival at the latest is possible free of charge; however, any deposits made prior to this shall in any case remain with Hotel GILBERT and in this case shall be deemed to be the applicable cancellation fee in the same amount.

Canceled room rentals and other deliveries and services may be subcontracted by Hotel GILBERT to third parties without the resulting advantage for Hotel GILBERT affecting the amount of the cancellation fee. The cancellation fee amounts to:

- 30% of the agreed contract sum affected by the cancellation of the event contract plus any value added tax, if the cancellation of the event contract is received by Hotel GILBERT later than 14 calendar days before the start of the first calendar day of the event.
- 50% of the agreed contract sum affected by the cancellation of the event contract plus any value added tax, if the cancellation of the event contract is received by Hotel GILBERT later than 7 calendar days but earlier than 14 calendar days before the start of the first calendar day of the event.
- 100% of the agreed contract sum affected by the cancellation of the event contract plus any value added tax, if the cancellation of the event contract is received by Hotel GILBERT later than 2 before the start of the first calendar day of the event.

6.2.

Hotel GILBERT reserves the right to assert further claims for damages. If partial payments/pre-payments have already been received, these will be retained and offset against the cancellation fee.

6.3.

In the event of an increase in the number of persons, the contract sum shall increase in accordance with the additional participants present in accordance with the valid price list of Hotel GILBERT (list price) at the time of the event.

6.4.

Depending on the season (e.g. New Year's Eve, Advent weekends, Easter, Christmas, public holidays), special cancellation conditions may apply in accordance with the conditions announced by Hotel GILBERT during the booking process.

6.5.

In deviation from § 909 ABGB (Austrian Civil Code), it is agreed for the above-described cases of a (possibly partial) cancellation of the event contract or reduction of the scope of the contract that Hotel GILBERT is entitled to charge the following expenses in addition to the cancellation fees specified above under item 6.1 of these GTC:

- all third-party costs incurred by Hotel GILBERT in connection with the event contract and assumed by Hotel GILBERT (in anticipation of the implementation of the contractually agreed deliveries and services) and which are non-refundable;
- all expenses paid by Hotel GILBERT in connection with the event contract;
- all down payments in an appropriate amount made by Hotel GILBERT to third party suppliers in connection with the event contract, insofar as these cannot be reclaimed; and
- any cancellation fees collected by third party suppliers in respect of Hotel GILBERT's contractual obligations to such third parties in connection with the Event Contract.

The offsetting of the above-mentioned expenses shall take place against proof.

6.6.

Any cancellation of the event contract or reduction in the scope of the contract must be notified in writing (by e-mail is sufficient). Receipt will be confirmed in writing by Hotel GILBERT.

## 7. CANCELLATION BY HOTEL GILBERT

7.1.

If the event contract provides for a deposit and if this deposit has not been paid by the contracting partner or has not been paid on time, Hotel GILBERT may withdraw from the event contract by setting a grace period (by e-mail is sufficient) of no more than 3 calendar days in writing.

## 7.2.

In accordance with the statutory regulations, Hotel GILBERT is entitled to withdraw from the event contract or to terminate the event contract for **good cause** by setting a grace period (by e-mail is sufficient) of no more than 3 calendar days in writing. An important reason is given in particular if:

- the contracting party fails to perform a due service;
- the fulfilment of the event contract is impossible due to force majeure (including pandemics and official orders as a result of such pandemics, including COVID-19). strike or other circumstances for which Hotel GILBERT is not responsible;
- the contracting party makes misleading or false statements about himself and/or guests attributable to him;
- the purpose or cause of the event is unlawful;
- the contracting partner uses the name of Hotel GILBERT with advertising measures without prior written consent;
- the contracting partner sublets the contractual premises in whole or in part without the written consent of Hotel GILBERT or otherwise allows a third party to use them;
- the contracting partner or a person attributable to him makes a considerably disadvantageous use of the rented rooms or by inconsiderate, offensive or otherwise grossly improper behaviour towards Hotel GILBERT or its employees or the guests staying at the hotel or third parties makes their common stay unpleasant or is guilty towards these persons of an offence against property, morality or physical integrity threatened with punishment, whereby attempt and reasonable suspicion shall suffice;
- the contracting party or a person attributable to the contracting party is afflicted with a contagious disease or a disease that extends beyond the agreed period of accommodation or otherwise becomes in need of care; or
- the use of the booked supplies and services is or may be, at Hotel GILBERT's discretion, likely to endanger the safety or reputation of Hotel GILBERT in public.

## 7.3.

Claims of Hotel GILBERT for compensation of the damage caused by the cancellation/termination of the contract remain unaffected.

## 8. SUBSTITUTE EVENT ROOM

### 8.1.

The contracting partner and the guests attributable to it have no claim to the use of specific premises of Hotel GILBERT. Insofar as the contracting partner is not a consumer, Hotel GILBERT may provide the contracting partner with an adequate substitute event room of at least the same or higher standard if this is objectively justified and not entirely unreasonable for the guests attributable to the contracting partner.

### 8.2.

An objective justification is given, for example, if the reserved rooms have become unusable, if there is an overbooking for which Hotel GILBERT is not grossly responsible or if other important operational measures make this step imperative.

### 8.3.

Hotel GILBERT shall inform the contracting partner without delay in writing (by e-mail is sufficient) no later than 7 calendar days before the start of the first day of the event about any necessary accommodation in substitute accommodation and shall provide any necessary travel from Hotel GILBERT to the substitute event room and back free of charge. Furthermore, the contractual partner and the guests attributable to the contractual partner shall be entitled to further compensation for additional expenses insofar as they were causally caused by the spatial relocation to the aforementioned substitute event room.

### 8.4.

If the contracting partner rejects the accommodation in a substitute event room within 5 calendar days after notification by Hotel GILBERT in writing (again by e-mail is sufficient), the event contract shall be deemed cancelled and all payments made by the contracting partner up to this point in time in connection with the cancelled event contract shall be transferred back to Hotel GILBERT within a period of one week after cancellation. In the opposite case, the offered substitute event room shall be deemed to have been accepted by the contractual partner. Hotel GILBERT may also unilaterally avert such a cancellation by the contracting partner if Hotel GILBERT waives the spatial relocation to a substitute event room resulting



from the above provisions in writing (by e-mail is sufficient) to the contracting partner within 24 hours of receipt of the rejection of the same by the contracting partner.

## 9. RIGHTS OF HOTEL GILBERT

### 9.1.

Hotel GILBERT may charge the contracting partner for the cleaning of any soiling of furnishings or other parts of the FF&E that goes beyond normal use in hotel premises or for the corresponding costs of their repair and, if necessary, their replacement (at replacement value). The contracting partner and the guests attributable to it (insofar as they are of age and directly personally responsible) are in turn jointly and severally liable.

### 9.2.

Hotel GILBERT may ban the contracting partner and/or guests attributable to it from the premises for justified reasons.

## 10. LIABILITY FOR HOTEL GILBERT

### 10.1.

The legal provisions of §§ 970 ff ABGB (Austrian Civil Code) apply to objects brought in by the contracting partner and/or guests attributable to him. Hotel GILBERT is liable within the framework of the statutory provisions (and thus depending on the conditions standardised therein). The claim for compensation expires, however, if the damage is not reported to Hotel GILBERT immediately upon becoming aware of it. Valuables, money or securities are to be deposited free of charge in the hotel's own locker at the reception, otherwise the liability of Hotel GILBERT is excluded, insofar as such a deposit is reasonable. The safekeeping of valuables, money and securities may be refused by Hotel GILBERT without reason, in particular if the items in question are considerably more valuable than contracting partners and/or guests usually leave in safekeeping. The same applies to the obligatory deposit of coats and bags in the cloakroom.

### 10.2.

Items left behind by the contracting partner are not deemed to be stored by Hotel GILBERT or brought in by the contracting partner and will only be forwarded at the request, risk and expense of the contracting partner. Hotel GILBERT will store these items for 3 months in return for reimbursement of costs or a storage fee in the case of third-party storage. After this period, they will be handed over to the local lost property office if there is a recognisable value.

### 10.3.

Hotel GILBERT does not provide insurance cover for items brought in, or only to a limited extent in accordance with mandatory statutory provisions. The conclusion of any necessary insurance is the sole responsibility of the contractual partner.

## 11. OTHER LIABILITIES

### 11.1.

The contracting partner as well as the guests attributable to it (the latter insofar as they are of age and directly causally responsible) shall be liable to Hotel GILBERT in full for all damage culpably caused by themselves (including guests who are not of age) or by third parties who are in turn attributable to the contracting partner and/or the guests attributable to it.

### 11.2.

Hotel GILBERT's liability towards consumers within the meaning of the Consumer Protection Act for slight negligence is excluded entirely, with the exception of personal injury. Liability towards consumers for loss of profit or other financial losses (also as a result of personal injury) within the scope of slight negligence is also excluded.

### 11.3.

Hotel GILBERT is liable to entrepreneurs for all legal and pre-contractual, main contractual or ancillary contractual claims, again with the exception of personal injury, in principle only in the case of intentional or grossly negligent conduct. Liability for loss of profit, indirect damage and consequential damage caused by a defect shall be excluded vis-à-vis

entrepreneurs, except in cases of gross negligence and intent. The amount of liability towards entrepreneurs, in the case of simple gross negligence, is limited to three times the value of the respective agreed contractual amount, but in any case to the respective available liability insurance amount of Hotel GILBERT.

11.4.

Exclusions and limitations of liability apply in the same way in favour of all companies used by Hotel GILBERT to fulfil its contractual obligations, their subcontractors and vicarious agents.

11.5.

All claims of the contracting partner, insofar as the contracting partner is not a consumer under the Consumer Protection Act, against Hotel GILBERT arising from or in connection with the respective event contract shall become statute-barred (i) 12 months after knowledge of the damage and the damaging party, and (ii) in any case after the expiry of 12 months from the beginning of the first calendar day of the event, whichever is earlier from (i) or (ii). For consumers under the Consumer Protection Act, the statutory provisions shall apply.

11.6.

In connection with the provision of parking spaces for motor vehicles in the spatial vicinity of Hotel GILBERT, the contractual partner enters into a separate contractual relationship with any garage operators. If public parking spaces are used, this shall be at the contracting partner's own risk or that of the guests attributable to it; any liability of Hotel GILBERT in this regard shall be deemed excluded.

## 12. ANIMAL HUSBANDRY

12.1.

Animals may only be brought to events at Hotel GILBERT with the prior written consent of Hotel GILBERT and, if necessary, for an additional fee.

12.2.

The contracting party or the guests attributable to it shall be jointly and severally obliged to properly keep or supervise any animal brought along during the stay or to have it kept or supervised by suitable third parties at its own expense. Animals may not be left unattended outside the event rooms. Animals are not allowed in the bar and restaurant areas, fitness areas and wellness areas. Dogs must wear a muzzle and leash in all hotel areas.

12.3.

The contracting partner or the guests attributable to it must have appropriate animal liability insurance or private liability insurance that also covers possible damage caused by animals. Proof of the corresponding insurance must be provided to Hotel GILBERT upon request. The contracting partner or the guests attributable to it shall be liable to Hotel GILBERT in full for all damage caused by animals brought along. The damage also includes, in particular, all compensation that Hotel GILBERT has to provide to third parties (including associated costs).

## 13. JURISDICTION AND CHOICE OF LAW

13.1.

These GTC as well as the event contract shall be governed by Austrian law to the exclusion of the conflict of laws rules. Provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply and shall be deemed excluded.

13.2.

Any disputes arising from these GTC as well as the Event Contract or relating to their violation, dissolution or nullity shall be subject to the exclusive jurisdiction of the court in Vienna having jurisdiction in commercial matters.

13.3.

If the event contract was concluded with a contractual partner who is a consumer and has his or her domicile or habitual residence in Austria or is employed in Austria, lawsuits against the consumer may be brought exclusively at the consumer's general place of jurisdiction (domicile, habitual residence or place of employment of the consumer) pursuant to § 14 para 1 KSchG. In the case of cross-border disputes between EuGVVO Member States, jurisdiction for consumers is governed by Art 15 et seq. of the EuGVVO. If the defendant consumer has neither

a domicile nor a place of business within the meaning of Art 15(2) of the Regulation in a Member State, jurisdiction shall be determined in accordance with Art 4(1) of the Regulation, subject to Art 22 to 23 of the Regulation.

13.4.

Amendments and supplements to these GTC as well as to the event contract may only be made in writing (by e-mail is sufficient, as far as legally permissible). Unilateral amendments or supplements by the contractual partner shall be invalid in any case.

#### 14. OTHER

14.1.

Should individual points of these GTC be or become invalid, this shall not affect the validity of the remaining provisions and the contracting parties undertake to agree on a valid provision in place of the invalid provision which comes closest to it in terms of (economic) sense and purpose. In the event of other loopholes, the relevant statutory provisions shall apply.

14.2.

When calculating a time limit that is determined according to calendar days, the calendar day on which the point in time or the occurrence falls according to which the beginning of the time limit is to be determined shall not be counted. Time limits determined by weeks or months refer to that calendar day of the week or month which by its designation or number corresponds to the calendar day from which the time limit is to be counted. If this calendar day is missing in the month, the last calendar day of that month shall be decisive.

As of august 2023