

**Brabander Alm GmbH**

[biberwier@brabanderalm.at](mailto:biberwier@brabanderalm.at)



## **Brabander Alm**

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### **§ 1 General**

The (general) Austrian contractual hotel policies display the content of the agreement, on which the accommodation providers basically enter into the accommodation agreements with their guests. The Austrian contractual conditions do not exclude special agreements.

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[biberwier@brabanderalm.at](mailto:biberwier@brabanderalm.at)



## **§ 2 Contract partner**

- (1) In cases of doubt, the contract partner of the accommodation provider is the ordering party, even if he placed, or jointly placed, the order for other specifically named persons.
- (2) The persons availing themselves of the accommodation are guests in accordance with the contractual hotel conditions.

## **§ 3 Entering into agreement, deposit**

- (1) The accommodation agreement is generally formed through the acceptance of the guest's written or verbal order by the accommodation provider.
- (2) It is agreed that the guest pays a deposit of 10% of the total amount. This deposit must be paid within 10 working days after confirmation of the reservation and receipt of the invoice. The balance must be paid no later than 6 weeks before arrival.
- (3) The accommodation provider could also demand pre-payment of the total agreed amount. For reservations within 6 weeks prior to arrival, the total agreed amount is instantly due.

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[biberwier@brabanderalm.at](mailto:biberwier@brabanderalm.at)



#### **§ 4 Start and end of the accommodation**

- (1) The guest has the right to access the hired rooms from 2.00pm on the agreed arrival date.
- (2) The accommodation provider has the right, in the case of non-appearance of the guest by 6.00pm on the agreed arrival day, to withdraw from the agreement, unless a later arrival time has been agreed.
- (3) If the guest has paid the total amount, the room(s) remain(s) reserved until 12.00am the following day at the latest.
- (4) If a room is occupied before 6.00pm in the morning, then the previous night counts as the first overnight stay.
- (5) The hired rooms are to be vacated by the guest by 11.00am on the day of departure.

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## **§ 5 Cancellation of the accommodation agreement**

(1) Both parties can cancel the accommodation agreement by a unilateral statement up to three months at the latest before the agreed arrival date of the guest, without payment of a cancellation fee.

The cancellation statement must be in the hands of the contract partner, at least three months before the arrival date of the guest.

(2) The accommodation agreement can be cancelled by both parties by means of a unilateral statement, at the latest 6 weeks before the agreed arrival date of the guest. Payment of a cancellation fee of the determined room price for three days is required. The cancellation statement must be in the hands of the contract partner, at least six weeks before the arrival date of the guest. Guests who cancel between 21 and 14 days prior to their arrival will be charged 75% of the total price. For cancellations 14 days or less before arrival, the guest will lose 100% of the holiday price.

(3) The accommodation provider has the right, in the case the guest has not appeared by 6.00pm on the agreed arrival day, to withdraw from the agreement, unless a later arrival time has been agreed.

(4) If the guest has paid the total amount, the room(s) remain(s) reserved until 12.00 hours the following day at the latest.

(5) Even if the guest does not make use of the ordered rooms/guest house services, he is obliged to pay the agreed payment amount to the accommodation provider.

(6) The accommodation provider must, in accordance with the circumstances, try to let the unused rooms after all (§ 1107 ABGB).

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[biberwier@brabanderalm.at](mailto:biberwier@brabanderalm.at)



## **§ 6 Provision of substitute accommodation**

(1) The accommodation provider can make appropriate substitute accommodation available to the guest, if this is reasonable to the guest and particularly if there is little difference and in case it is factually justified.

(2) A factual justification is given, for example, when the room (rooms) have become unusable, or an already residing guest extends their stay or if other important operational measures make this action necessary.

(3) Any possible additional costs for the substitute accommodation are to be assumed by the accommodation provider.

## **§ 7 Rights of the guest**

(1) By entering into an accommodation agreement the guest obtains the right to the normal use of the hired rooms, of the facilities of the accommodation, which normally and without any special conditions, are available for usage by guests. In addition he has the right to regular services.

(2) The guest has the right to access the hired rooms from 2.00pm on the agreed date.

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[biberwier@brabanderalm.at](mailto:biberwier@brabanderalm.at)



## **§ 8 Obligations of the guest**

(1) Upon termination of the accommodation agreement the agreed amount must be paid, ultimately 6 weeks prior to arrival. The accommodation provider is not obliged to accept payment methods such as cheques, credit cards, coupons, vouchers, etc.

All additional costs for the acceptance of these payment methods, for example for telegrams, announcements etc. shall be covered by the guest.

(2) Approval of the accommodation provider is required for the use of electrical devices which are not included in regular travel necessities.

(3) For any damage, caused by the guest, the provisions within the law concerning liability, apply. Therefore the guest is liable for all damage and disadvantage suffered by the accommodation provider or third parties due to his/her fault or fault of his/her companion or other persons for whom he is responsible and even if the disadvantaged person has the right to hold the accommodation provider liable for the compensation to be claimed.

## **§ 9 Rights of the accommodation provider**

(1) If the guest refuses to pay the specified payment amount or is in arrears, the owner of the accommodation is entitled to withhold the handed-in belongings of the guest as a security for the debt ensuing from the accommodation, services and any other costs that were made. (§ 970 c ABGB gesetzliche Zurückbehaltungsrecht.)

(2) In order to guarantee the agreed payment, the accommodation provider has the right of lien on the objects brought into the accommodation by the guest. (§ 1101 ABGB gesetzliches Pfandrecht des Beherbergers).

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(3) If service is requested either in the guest's room or at unusual times, then the accommodation provider has the right to charge a special supplement for this service. This special supplement will be added to the room price. The accommodation provider can also refuse these services for commercial reasons.

## **§ 10 Obligations of the accommodation provider**

(1) The accommodation provider is obliged to provide the agreed services to an appropriate standard.

(2) Special service of the accommodation provider which are not included in the accommodation price, are:

- . a) Special services of the accommodation provider which are separately charged, such as the availability of a sauna.
- . b) The provision of additional, respectively children's beds/chairs will be surcharged.
- . c) The provision of bedlinen and/or towel packages will be surcharged.

(3) The marked prices must be inclusive.

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[biberwier@brabanderalm.at](mailto:biberwier@brabanderalm.at)



## **§ 11 Liability of the accommodation provider in case of damage**

(1) The accommodation provider is liable for damage suffered by the guest, if the damage took place within the accommodation and if he or his staff is to blame.

(2) Liability for objects brought in. The accommodation provider, as a custodian, is liable for objects brought in by the guest(s), up to a maximum amount of € 1,100 insofar he is unable to prove that damage was caused neither by him or his staff, nor by strangers entering and leaving the accommodation.

Under these circumstances the accommodation provider is liable for valuables, money and securities up to a maximum amount of € 550 unless he had taken these things with the knowledge of their condition into his safekeeping or if the damage was caused by himself or one of his employees, which would make him unlimitedly liable. A rejection of the liability by putting up a notice is legally ineffective.

The custody of valuables, money and securities can be refused, if the objects are substantially more valuable than guests of the company concerned would normally hand in for custody. Agreements which lead to a reduction of liability below the extent stated in the paragraphs above, are legally ineffective. Objects are deemed to have been handed-in when they have been accepted by one of the service personnel of the accommodation and stored in one of the pre-determined places for this purpose. (particularly §§ 970 ff. ABGB.)

## **§ 12 Pets**

(1) Pets are not allowed in the accommodation. Also in public areas and restaurants pets are not allowed.



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[biberwier@brabanderalm.at](mailto:biberwier@brabanderalm.at)



### **§ 13 Extension of the stay**

An extension of the guest's stay requires the consent of the accommodation provider.

### **§ 14 Termination of the stay**

- (1) If the accommodation contract was agreed for a specific period of time, it ends when this period has expired. If the guest departs earlier, then the accommodation provider is entitled to demand the full payment amount. The accommodation provider has the obligation, in accordance with the circumstances, to solicit a further letting of the unused reserved rooms to third parties.

#### **Otherwise the regulation in § 5 (5) is applicable (discounts).**

(2) The death of a guest causes the termination of the contract with the accommodation provider.

(3) If the accommodation agreement was agreed for an unlimited period of time, then the contract partners can cancel the contract at any time, provided that they adhere to a cancellation period of three days. The contract partner must be informed about the cancellation before 10.00pm, otherwise this day is not considered to be the day of notice, due to which it will subsequently be the next day.

(4) If the guest does not vacate and leave his room by 12.00am, the accommodation provider is entitled to charge him the price of the room for an extra day.

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(5) The accommodation provider is entitled to cancel the accommodation contract with immediate effect if the guest:

a) makes considerable detrimental use of the premises or, through his inconsiderate, objectionable or otherwise inappropriate behaviour towards the other guests of the accommodation or towards the accommodation provider and his staff or performs a criminal deed towards a person living in the accommodation in terms of property, morality or threatens the physical security;

b) is overcome by either a contagious disease or is in need of medical care;

c) does not pay the submitted invoice after a demand within a reasonably set time period.

(6) If the fulfilment of the contract becomes impossible due to an event which can be considered force majeure, the contract will be cancelled.

The accommodation provider is, however, under the obligation to return the payments received so that he does not make any profit out of the event. (§ 1447 ABGB.)

## **§ 15 Illness or death of a guest in the accommodation**

(1) If a guest becomes ill during his/her stay in the accommodation, the accommodation provider has the obligation to ensure medical assistance and care, if necessary and if the guest himself/herself is not able to do so.

The accommodation provider is entitled to the following cost compensation from his guest, respectively the legal successor of the guest in the case of death:

a) Payment of all medical expenses not settled by the guest;

b) Payment for any necessary room disinfecting, if this is ordered by the public health officer;

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- c) In any case the compensation for any bed linen which has become unusable and bed cleaning, in return for the hand-over of these objects to the legal successor, otherwise for the disinfecting or thorough cleaning of all these objects;
- d) Payment for any restoration of walls, furniture, carpets, etc., insofar these were contaminated or damaged as a result of the illness or fatality of the guest;
- e) Compensation for the room rent, insofar it cannot be used with regard to the illness or the fatality. (Minimum three days, maximum seven days).

## **§ 16 Place of fulfilment and competent court**

(1) The place of fulfilment is the location where the accommodation is situated.

(2) All disputes arising from the accommodation agreement are to be agreed by the professional and competent court which is local to the accommodation, except:

- a) if the guest has a domestic place of employment or residence. In this case the competent court will be in the location as disclosed by the guest on his/her registration;
- b) if the guest only has a domestic employment location. In this case this will be agreed as the competent court.

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[biberwier@brabanderalm.at](mailto:biberwier@brabanderalm.at)



## **§ 17 Processor agreement**

(1) Contractor and client are both obligated to undertake to act back and forth in accordance with the legislation on the protection of personal data.

(2) Contractor has no control over personal data that the client has made available. Without necessity, with the nature of the assignment given by the customer, explicit permission from the client or legal obligation, the contractor will not provide the data to third parties or process them for other purposes than for the agreed purposes.

(3) Contractor will take appropriate technical and organizational measures to protect the client's personal data against loss or any form of unlawful processing.

(4) Protection Authority will first give the controller a binding instruction before the Data Protection Authority can impose an administrative fine. The controller will inform the Contractor immediately of this binding instruction. Contractor will do everything that can reasonably be expected of him to make compliance possible. If the Contractor does not do what can be reasonably demanded of it, resulting in a fine, or if the Data Protection Authority imposes a fine immediately because there is intent or gross negligent negligence on the part of the Contractor, then the applicable limitation of liability as mentioned in article 11 applies.

(5) Contractor is responsible for damage in the context of personal data due to acts or omissions of the subprocessor where the liability limitation from article 11 applies. Contractor is not liable in case of force majeure on the part of the subprocessor.

(6) Contractor can engage third parties (sub-processors) to carry out certain activities. If the Contractor engages Third Parties, the Contractor will impose these Third Parties (in writing) on all obligations arising from the agreement with the Client.

(7) Contractor will only process the Personal Data within the European Economic Area.

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## **§ 18 Privacy and secrecy**

(1) Contract managers of the contractor have full access to the customer data for the execution of the agreement, the provision of support to the Client and the ability to anonymize the customer data.

(2) Other employees of the Contractor have access to the details of the client that are required to execute the order received from the client. This consent ends when one of both parties decides to terminate the customer relationship and when all items arising from the agreement have been settled for the client.

(3) Contractor will keep the clients Personal Data a secret and will also require the Employees and any sub-processors to maintain confidentiality.

(4) With the permission of the Client, the Contractor is not entitled to use the information made available by the Client for a purpose other than that for which it was obtained. An exception is made to this, however, if the Contractor acts for himself in a disciplinary, civil or criminal procedure in which this information may be of importance.

## **§ 19 Reporting duty data leaks**

(1) The law requires that any data leak will be reported to the Data Protection Authority by the controller of the data. The Contractor will therefore not make any reports to the Authority for Personal Data. Obviously the Contractor will inform the Client correctly, timely and in full regards about relevant incidents, so that the controller can fulfill his legal obligations. The Policy Rules on reporting duty data leaks by the Data Protection Authority provide more information on this.

(2) If a controller has become aware of a data leak, he must report this immediately, where possible within 72 hours, to the Data Protection Authority. If this is not possible, an explanation must be given for the delay.

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(3) The obligation to report does not apply if it is unlikely that the infringement involves a high risk for the rights and freedom of natural persons.

(4) A controller is obliged to document all violations, including the facts about the infringement, the consequences and the corrective measures taken.

(5) To determine a data leak, the Contractor uses the law and the Policy Rules as a guide to report data leaks. A data leak covers all security incidents, as a result of which the protection of personal data is breached at any time or as a result of which the personal data are exposed to loss or unlawful processing. For example, the loss of a USB stick or computer, burglary by a hacker, sending an e-mail in which the e-mail addresses are visible to all addressees, a malware infection or a calamity such as fire in a data center.

(6) If the Client makes a (provisional) report to the Authority for Personal Data and / or the person(s) concerned about a data leak at the Contractor, while it is clear to the Client that the Contractor is not dealing with a data leak, then the Client is responsible for all damage and costs suffered by the Contractor in that context, including the reputational damage suffered by the Contractor. In addition, the Client is obliged to withdraw such notification immediately.

(7) If it appears that the Contractor is dealing with a data leak, that must be reported by the Client to the Data Protection Authority and / or the person(s) involved, the Contractor will inform the Client about this as soon as possible after the Contractor has become familiar with the data leak. In order to achieve this, the Contractor will ensure that all its employees are able and remain able to detect a data leak and the Contractor expects its contractors to enable the Contractor to meet the deadline. For the sake of clarity: if there is a data breach at a supplier of the Contractor, the Contractor will of course also report this. The Contractor is the contact point for the Client. The Client does not have to contact the suppliers of the Contractor.

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(8) Contractor will immediately attempt to provide the Client with all information that the Client needs to make a full report to the Authority for Personal Data and / or the person(s) concerned. If this information is not yet known, for example because the data leak is being investigated by the Contractor, then the Contractor will provide the client with the information that he needs to preliminary report to the Data Protection Authority and / or the person(s) concerned to be able to perform.

(9) Contractor will keep the Client informed about the progress and the measures that will be taken. Contractor makes agreements about this with the primary contact person at the initial report. In any case, the Contractor will keep the Client informed in the event of a change in the situation, the publication of further information and the measures that will be taken.

(10) Contractor registers all security incidents and handles these according to a fixed procedure (workflow).

## **§ 20 Data-link**

(1) Contractor collects data about the use of its products. This data supports the Contractor to gain insight into whether, how and how often certain parts of the product are used. With this, the Contractor can improve its products and services and will only use the data for this purpose.

2) Client is aware that with the conclusion of the agreement he has to contribute to the development of a business intelligence dashboard on which important financial and business figures and developments are graphically given and that he gives his permission for this.

(3) Contractor will store data from the Client for the delivery of the Products. The client remains the owner of the relevant data. The client can obtain a copy of the relevant data.

(4) If the agreement between the Client and the Contractor ends, the data will be transferred back or, if the Client so requests, destroyed.

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[biberwier@brabanderalm.at](mailto:biberwier@brabanderalm.at)



## **§ 21 Other provisions**

(1) With regards to available (computer) facilities, the Client is obliged to ensure continuity, among other things through adequate back-up, security and virus control procedures. The Contractor will apply virus control procedures when the Contractor uses the facilities of the Client.

(2) Provisions in the Assignment that have to remain by their nature after expiration or termination of the Assignment remain in effect after termination.

## **§ 22 Repair clause for invalidity**

(1) If any provision of these general terms and conditions or the underlying Assignment / Agreement is wholly or partially void and / or invalid and / or unenforceable, as a result of any statutory provision, court order or otherwise, this shall not have consequences for the validity of all other provisions of these general terms and conditions or the underlying Assignment / Agreement.

(2) If any provision in the Assignment or part of the Assignment can not be invoked by law, the remainder of the Assignment will remain in full force, with the provision that the stipulation on the part that can not be invoked is deemed to be adjusted in such a way that an appeal is possible, whereby the intention of the parties with respect to the original provision or the original part is maintained as much as possible.