

# General Business Terms of VERKEHRSBUERO HOSPITALITY

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# Hotels

## 1. Scope of Applicability

1. These General Business Terms (designated as "GBT" in the following) shall apply to services provided by Verkehrsbüro Hotellerie GmbH, Verkehrsbüro Kongresshotellerie GmbH, Verkehrsbüro Ferienhotellerie GmbH, Hotel Ananas Betriebs GmbH and Hotel Management d.o.o. (designated as "hotel" in the following) to the hotel guest, the organizer and other contracting partners (designated as "contracting partner" in the following). The services include, in particular, accommodation against payment, the rental of premises for e.g. seminars, conferences and other events as well as the sale of food and drink, and all other associated services provided by the hotel.
2. The contracting partner undertakes to comply with these conditions as well as with all commercial-law or other provisions.
3. For all provisions not set forth in these General Business Terms shall apply, as a supplement, the 2006 General Business Terms for the hotel business, as amended.

## 2. Conclusion of Agreement, Prices, General Provisions

1. All reservations, changes and cancellations shall be made in writing.
2. Stability of value of the claims and the ancillary claims is expressly agreed. The consumer price index 2020 (2020=100) published monthly by Statistics Austria or an index replacing it is used as the basis to calculate the value stability. The reference value for this agreement is the index number calculated for the month of the signature date. All rates of change have to be calculated to one decimal point.  
  
Upward fluctuation of the index number up to but including 2,5 % are not taken into account. Any exceeding of this margin up, requires a recalculation each time, whereby the first index number outside the applicable margin forms the basis for both, the recalculation of the claim amount and the calculation of the new margin.
3. All prices are stated in Euros (€). To the extent that no separate deviating agreement is reached, the prices offered shall be deemed to include all taxes and charges, valid until revoked. We refer to the respectively valid price list. Any price changes which are due to taxes and charges shall be borne by the contracting partner. Newly introduced government charges shall be added to the contract prices.
4. The hotel shall be entitled to provide the actual accommodation service in a hotel operation offering equal value.
5. For cancellation conditions, please see the booking agreement/confirmation submitted by the hotel.

6. The hotel shall assume liability for valuables such as paintings, cash etc. that hotel guests bring with them up to, at maximum, the liability-insurance sum contracted by the hotel. As valuables shall not be deemed items for personal use serving the fulfillment of various material and cultural needs, although these may exhibit high value (e.g. cameras, video cameras, CD players, fur coats and the like). Such items shall not be replaced by the hotel.

7. Items left in the hotel and belonging to the contracting partner will – solely on request – be sent back until, at the latest, 14 days after the stay at the hotel, at the risk and at the cost of the contracting partner, provided that the value of the item in question exceeds EUR 10.00. After that, items – provided that they are of recognizable value – will be deposited at the lost-and-found office or disposed.

8. Standard Internet use shall be possible free-of-charge in the hotel and in the event area. Malfunction or line loss shall not constitute reasons for reducing the invoice amount and the hotel shall assume no liability for that.

9. Smoking in the hotel building shall be solely allowed in the hotel areas designated for that purpose.

### 3. Events

1. The hotel rooms and areas shall be provided in accordance with the booking arrangements made. Any defects shall be notified to the hotel by the contracting partner when the contractual object is handed over; otherwise all rights to claim such defects are waived. Small technical deviations as well as deviating hues (for decoration items etc.) shall not be deemed as defects. Modifications in or at the items, technical systems, equipment and furniture may only be carried out upon the written consent of the hotel and at the contracting partner's cost.

2. The contracting partner undertakes to notify the hotel of the intended installation of decoration material or other items and to obtain the hotel's respective consent. The function rooms must not be damaged. The installation may only be carried out by qualified staff. Fire-authority and other provisions applicable hereto must be considered. All costs incurred for the set-up and dismantling in the function room shall be borne by the contracting partner.

3. Rooms shall be subject to change, to the extent that such is acceptable for the contracting partner by duly considering the hotel's interests.

4. The hotel shall not assume any liability for technical disruptions, in particular of the W-LAN connection, interruptions or disruptions of energy supply (electricity, water, etc.) and for operational disorders of any kind whatsoever.

5. Official inspectors, representatives of authorities as well as hotel staff and representatives shall be granted access to the rooms and areas covered by the contract at any time.

6. If events require technical works of third companies, the costs incurred in the process are passed on to the contracting partner. Third companies may carry out works or alterations at the hotel solely upon the hotel's consent.

7. The equipment and implementation of the event or the activity serving the purpose of achieving the contractual purpose shall correspond to the hotel's standard and reputation. Other events taking place in the hotel must not be disturbed, neither by set-up or dismantling works, if any, nor by an event staged by the contracting partner (noise, etc.).

8. All advertising measures conducted by the contracting partner shall be subject to the hotel's written consent. This shall in particular apply for posters, programs, etc. For announcing an event, only the designation (name) approved by the hotel may be used. The utilization of the hotel name or of logos for media, printing matters, etc., shall be exclusively subject to the hotel's prior consent. If the hotel has not been notified, the hotel shall be entitled to cancel the event.

9. Machines and equipment brought by the organizer and/or used in the hotel shall comply with the respective Austrian statutory provisions and shall be safe to operate. Respective proof shall be furnished to the hotel on request. The hotel is entitled, yet not obligated, to prompt respective expert inspection at the organizer's cost and/or take the machine out of operation in the case of doubt or to request its immediate removal or, if applicable, carry out the removal himself at the contracting partner's cost; this shall also apply for other items.

10. The contracting partner shall be obligated to obtain, at his own cost, all required and prescribed authorizations and permits and to furnish them to the hotel 14 working days before the start of an event at the very latest. The contracting partner shall indemnify and hold harmless the hotel with regard to all damages, in particular sanctions / administrative fines resulting from the non-compliance with commercial law and all other provisions, and in particular from the nonpayment of charges.

11. All deliveries handed over or sent to the hotel by the contracting partner or by third parties must be announced to the hotel beforehand. The hotel shall reserve the right to fix the point-in-time of delivery and to refuse to accept insufficiently-labelled parcels or parcels subject to import duties. Storage until the event shall be free of charge. The hotel shall assume no liability for the completeness, possible damaging or theft of the delivery.

12. If the contracting partner wants to bring food and drink or other goods, such shall be subject to the hotel's explicit consent. Any costs incurred (cork fee, use of dishes, charges for disposal) shall be charged by the hotel.

13. The contracting partner or his authorized representative shall make sure that he himself or an authorized representative is present during the utilization of the function rooms.

14. If the presence of hotel staff is permanently required during the event, the hotel's respective hourly fee, depending on time of day/night, shall be charged in addition per hotel staff member and per hour commenced.

15. The contracting partner shall bear the risk incurred by the event carried out by him, including preparation, set-up, implementation and dismantling. The contracting partner shall be liable for all damages, and also for consequential damage and losses caused by him, by the persons employed by him, by parties commissioned by him (subcontractors), by his authorized representative as well as by his visitors and guests. This shall, in particular, apply for damages caused to the building and to the inventory as a consequence of the event, damages caused by bringing items, in the course of set-up and dismantling as well as for all consequences resulting from the agreed maximum number of visitors being exceeded. If applicable, the hotel will request the organizer to contract appropriate insurances.

16. The hotel shall assume no liability for accidents occurring at events.

17. The hotel shall not be liable for the contracting partner, persons employed by him, persons commissioned by him, visitors or guests losing items during or in connection with events; this shall also apply for thefts. Insurances (e.g.: damages caused by theft, burglary and fire) shall be contracted by the organizer himself. It is possible for the contracting partner to deposit valuable items, luggage or money in the rooms designated for such purpose or in the safe by handing over such items to the hotel, with, in this case, the amount of the hotel's liability being restricted to, at maximum, the liability insurance sum contracted by the hotel.

18. No liability shall be assumed for valuables brought to the hotel which have not been handed over to the hotel. The organizer shall be responsible for ensuring sufficient insurance of the valuables he has brought to the hotel.

19. General Business Terms of the contracting partner shall not be applicable, also if the hotel does not expressly object to such. Any conflicting acknowledgements of the contracting partner by referring to his own General Business Terms shall herewith be expressly revoked.

20. Any claims that the contracting partner has against the hotel shall be asserted in writing within a period of six months after the end of the event; otherwise these shall cease to exist.

21. The customer must clarify to the hotel without being requested to do so no later than upon the conclusion of the contract whether the event, due to its political or religious nature or other characteristic, could jeopardise the problemfree business operations, security or public reputation of the hotel.

22. Due to the special nature of our services, the storage and transmission of personal data of the guests are indispensable. The customer accepts to provide the hotel with personal data of

the guest(s) or company data which are required for the provision of the services, and accepts the transfer of personal data for the correct performance of the ordered service to:

- Booking platforms used to book tourist services
- Service providers providing tourist or other services
- Public bodies and banks, for reporting, tax and other statutory purposes

If the transmission of personal information is not carried out by the person concerned but by other representatives of the customer, the customer undertakes to inform the data subject about the data transmission to the hotel and of the transmission by the hotel to the recipient categories as described above. The hotel will treat these data confidentially in accordance with the relevant data protection regulations and will only disclose these data to third parties if it is necessary for the provision of the agency service, or if the disclosure is required by legal guidelines. A detailed description of the common rights and obligations and a reference to the responsible contact persons for questions on data protection can be found in the privacy policy at [verkehrsbuero.com/hospitality](https://verkehrsbuero.com/hospitality).

#### **4. Rescission / Cancellation**

1. Without prejudice to its claim to compensation, the hotel shall be entitled to end the contractual relationship at any time and without having to state any reasons, if

- a) the contracting partner fails to make a payment when due despite of being granted extension of the deadline by 7 days.
- b) insolvency proceedings have been initiated against the contracting partner's assets.
- c) the contracting partner jeopardizes the hotel's smooth business operation or safety.
- d) required official permits are not furnished or the authority prohibits the event.
- e) the performance of the contract is impossible due to force majeure, such as strike or other circumstances for which the hotel cannot be held responsible.
- f) events are booked giving misleading or incorrect information or concealing circumstances of key significance for the contract, for example the identity of the customer, its ability to pay or the purpose of the event.
- g) the hotel has a justified reason to assume that the event may jeopardise its problem-free business operations or its security or public reputation, without this being attributable to the hotel's area of control or organisational sphere.
- h) the purpose and/or reason for the event is unlawful. In the event that the hotel rescinds the contract for the above-mentioned reasons, the customer shall be obliged to pay compensation, including for lost profits.

#### **5. Jurisdiction, Severability**

1. Place of performance and place of payment shall be Vienna, Austria. Austrian law shall be applicable. The place of jurisdiction shall be Wien, Innere Stadt (Vienna, First District).
2. A transfer of rights from the contractual relationship of the contracting partner – against payment or free of charge – shall be subject to the hotel's explicit written consent.
3. Changes shall be made in writing in order to be effective.
4. The "Events" provision shall only be applicable for persons who are not consumers within the meaning of Sect 1 of KSchG, the Austrian Consumer Protection Act.
5. If individual provisions of these GBT are ineffective, this shall not affect the effectiveness of the remaining provisions. The hotel and the contracting partner will immediately replace the ineffective provisions by effective provisions most closely reflecting the intended purpose and their economic dimension.

## Palais Events

### 1. Scope of application

Palais Events Veranstaltungen GmbH (hereinafter referred to as "Palais Events") is the operator of the event spaces at Palais Ferstel, Palais Daun-Kinsky and the Wiener Börsensäle, all located in Vienna's first district.

These general terms and conditions (GTC) apply to all contracts concluded between Palais Events and the Contractual Partner (the Organiser) which stages an event in the facilities operated by Palais Events.

Agreements that deviate from these GTC are only valid if set out in writing in the respective contract.

### 2. Contractual Partner

The Contractual Partner is the person with whom/which Palais Events concludes a contract for the temporary use of rooms, spaces and furnishings, and the performance of services by Palais Events for an event staged at PALAIS FERSTEL, PALAIS DAUN-KINSKY or the WIENER BÖRSENSÄLE.

If the Contractual Partner is not the Organiser, or engages a commercial intermediary or agency, these will be jointly and severally liable with the Contractual Partner.

In this case, the Contractual Partner must submit a declaration from the Organiser, commercial intermediary or agency in which they undertake to assume all agreed and statutory duties and liabilities to Palais Events together with the Contractual Partner.

The Contractual Partner may only assign rights arising from the contract with Palais Events to third parties with the prior written consent of Palais Events. In this case, the third parties are jointly and severally liable to Palais Events. This does not apply when enabling individuals to

participate in the event in question, either gratuitously or in return for payment. Declarations and notifications sent by Palais Events to the Organiser's last known address are deemed to have been delivered to the Organiser, if the Organiser has failed to notify Palais Events of a change of address.

### **3. Subject matter of the contract**

The subject matter of the contract is the temporary hire of rooms, spaces and furnishings for an event held at Palais Events' locations, and the performance of agreed services by Palais Events.

Palais Events will only provide and hire out its rooms, spaces and furnishings on the basis of the agreement concluded (i.e. the contract). All rooms, spaces, etc. provided must be treated appropriately and carefully.

### **4. Scope of services**

Palais Events makes the rooms, spaces and furnishings specified in the contract available to the Contractual Partner, for the agreed period and purpose, and performs the agreed services.

The times of use will be mutually agreed by the Contractual Partners. During this period, the rented facilities will be open to

- event visitors and organisers;
- the event Organiser only, and where applicable any subcontractors engaged, for set-up and dismantling.

Palais Events employees are permitted to access the event facilities at any time.

### **5. Conclusion of contract**

Palais Events will send the Contractual Partner a contract containing all agreed services and conditions, as well as a payment schedule.

The contract between Palais Events and the Contractual Partner is concluded when the Contractual Partner returns a signed copy of the contract to Palais Events. Timely payment of the agreed advance payment is an essential element in fulfilling the terms and conditions of contract. The date of the contract is the date on which Palais Events receives the signed copy of the contract.

### **6. Fee**

The agreed fee includes all services performed by Palais Events as specified in the offer. Additional services will be included and invoiced in the final account. All fees are quoted exclusive of value added tax (VAT).

Unless a flat-rate fee has been agreed in the contract, beverages will be invoiced on the basis of actual consumption. Food will be invoiced according to the guaranteed number of participants. (Further information on the guaranteed number of participants is provided in



point 14.) All additional services (e.g. technical equipment, decorations, special furnishings etc.) will be invoiced in accordance with the advance order.

Stability of value of the claims and the ancillary claims is expressly agreed. The consumer price index 2020 (2020=100) published monthly by Statistics Austria or an index replacing it is used as the basis to calculate the value stability. The reference value for this agreement is the index number calculated for the month of the signature date. All rates of change have to be calculated to one decimal point.

Upward fluctuation of the index number up to but including 2,5 % are not taken into account. Any exceeding of this margin up, requires a recalculation each time, whereby the first index number outside the applicable margin forms the basis for both, the recalculation of the claim amount and the calculation of the new margin.

## 7. Payment

All invoiced amounts must be paid into the account specified by Palais Events.

- Advance payment  
An advance payment of 100% of the room rental fee is a basic contractual requirement and is therefore payable on conclusion of the contract. After signing the contract, the Contractual Partner will receive a demand for the advance payment by post or e-mail. The advance payment secures all claims of Palais Events arising from, or in connection with, the agreement in question.  
Additionally, 80% of the expected revenue is payable at least two months before the event date. Palais Events will prepare a corresponding partial invoice based on the services included in the contract. The advance payments will be deducted from the final account.
- Final account  
Palais Events will issue an invoice for the room rental fee and all other services provided by Palais Events after the event. The invoice amount must be paid in full (less the advance payment) within 14 days of receipt of the invoice by the Organiser
- Default interest and creditworthiness  
In the event of payment delay, default interest significantly above the average government bond yields weighted by outstanding amounts (UDRB; as published by the Österreichische Nationalbank) for banks will be charged. If there are doubts about the Organiser's creditworthiness, Palais Events may make the staging of an event subject to payment of a deposit equivalent to the expected invoice amount, unless such a deposit has already been paid.

- Type of payment

In the case of payment by bank transfer, the Organiser must bear all fees or additional costs incurred and indemnify Palais Events for all fees, without exception. The advance payment and the invoice for the event may not be paid by credit card, because no fees may be incurred by Palais Events. Any divergent conditions in this respect must be agreed in writing.

## 8. Stamp duties

Any stamp duties, taxes and public levies arising as a result of the contract or the Contractual Partner's event, must be borne by the Contractual Partner, who must indemnify and hold Palais Events harmless in this respect.

## 9. Reduction and cancellation fees

In the event of a reduction in the size of the contractually agreed event which reduces the expected total revenue from the event by more than 50%, Palais Events reserves the right to renegotiate the agreed prices.

The Contractual Partner may withdraw from the contract by paying a cancellation fee, the amount of which depends on the time of withdrawal. Cancellation fees are as follows:

- Up to six months before the event: no fees are charged to the Organiser
- Up to four months before the event: 50% of the room rental fee
- Up to two months before the event: 100% of the room rental fee plus 25% of the expected revenue from food and beverages as specified in the contract
- Up to 30 days before the event: 100% of the room rental fee plus 50% of the expected revenue from all other services as specified in the contract
- Up to 10 days before the event: 100% of the room rental fee plus 75% of the expected revenue from all other services as specified in the contract
- Less than ten days before the event: 100% of the room rental fee plus 100% of the expected revenue from all other services as specified in the contract

The calculation of revenue from food and beverages is based on the number of people attending the event as specified in the contract, less 20%. Revenue from food is calculated on the basis of the number of people attending the event as specified in the contract. Revenue from beverages is calculated on the basis of the flat-rate fee agreed in the contract; in other cases, the basis for calculation specified in the contract is used (where several bases for calculation are specified, the most recent will be applied).

Deviations from these cancellation conditions must be agreed in writing in the contract. The judicial right to mitigate damages does not apply to cancellation fees.

Abweichungen dieser Stornierungsregelungen sind nur schriftlich im Vertrag möglich. Die Stornogebühren unterliegen nicht dem richterlichen Mäßigungsrecht.

## 10. Rücktritt vom Vertrag & vorzeitige Vertragsbeendigung

## **10. Withdrawal from and premature termination of the contract**

Palais Events may withdraw from the contract with immediate effect, where applicable after expiry of a reasonable grace period, if:

- the Contractual Partner does not make agreed payments in a timely manner, or is more than 30 days in arrears with payment obligations arising from other contracts with Palais Events;
- the Contractual Partner does not submit the necessary approvals from public authorities (e.g. mandatory registration with the City Administration by the Organiser) in a timely manner, or the authorities forbid the event;
- the event contravenes agreements with, or does not meet the standards of, Palais Events, breaches legal provisions, or there is a risk of a breach of the peace;
- fulfilment of the contract is not possible due to force majeure, such as strikes or other circumstances for which Palais Events is not responsible.

The Contractual Partner may completely or partially withdraw from the contract without stating reasons. In the case of withdrawal from the contract, the Contractual Partner must pay a cancellation fee in accordance with point 9 above.

### **Force majeure:**

Both parties may withdraw from the contract without liability if force majeure events occur, such as government orders, terrorism, natural disasters, strikes not restricted to Palais Events, civil unrest or other factors, which are beyond the control of both parties and which make it impossible or illegal for the parties to fulfil their obligations under the contract.

The Contractual Partner will not incur any expenses because of force majeure, if:

- Palais Events (i.e. Palais Events itself or its subcontractors such as partners for technical equipment, special furnishings, decorations, staff etc.) does not incur any costs due to the cancellation of the event.
- Palais Events reserves the right to charge the Contractual Partner for food ordered and delivered in connection with the event in question.
- In case of force majeure, Palais Events will not charge any cancellation fees for other services apart from those specified here.

This provision only enters into force in the case of force majeure, without prejudice to the general cancellation conditions (point 9).

### **Disruption to the smooth running of the business and reputational damage:**

Both parties are entitled to terminate the contract with immediate effect – including during the event in question – and to terminate the event if it poses a threat to the smooth running of the business or the reputation of Palais Events. The Organiser may withdraw from the contract if it is not at fault for such threat to the smooth running of the business.

In all such cases, claims of the Organiser for damages of any kind against Palais Events are excluded, unless Palais Events bears sole responsibility for the event not taking place or being

terminated. If the event will not take place, Palais Events must notify the Contractual Partner of this without delay.

In all these cases, Palais Events is entitled to payment of the agreed fee pursuant to section 1168 Allgemeines Bürgerliches Gesetzbuch (Austrian Civil Code, ABGB), meaning that Palais Events must accept a deduction of the amount saved as a result of the event not taking place or being terminated, or the amount earned by using the premises and services agreed under the Contract for different purposes, or the amount lost by intentionally failing to use the premises and such services for other purposes.

## 11. Liability

- Palais Events

Palais Events guarantees the performance of services in accordance with the contract and is only liable for any damage to property caused intentionally or by gross negligence on the part of Palais Events, its employees or vicarious agents.

Claims for damages against Palais Events are limited to the amount of the agreed fee. Liability for loss of profit or other consequential damage is excluded.

Palais Events assumes no liability for damaged, lost or stolen items brought to the event location before or during the event by the Contractual Partner, its employees, contractors, visitors or guests (this does not apply to items left in the cloakroom, provided it is operated by employees of Palais Events).

- Organiser

The Organiser bears the entire risk of the event, including preparation, setting up, staging and dismantling. The Organiser is liable for all damage as well as any consequential damage caused by it, its contractors or employees, or visitors to or guests at the event, irrespective of who suffers a disadvantage as a result.

In any event, and in accordance with its statutory liability, the Contractual Partner is liable for all damage to the building and/or equipment and furnishings, as well as for damage due to exceeding the agreed maximum number of visitors, an insufficient number of supervisors or clearance of the venue in violation of the contract.

The Contractual Partner agrees to fully indemnify and hold Palais Events harmless in respect of such damage. Where possible, damage must be rectified without delay, in agreement with Palais Events. If this is not possible, the damage will be rectified by Palais Events at the Organiser's expense.

- Persons acting on behalf of the organiser

Persons who sign the contract or order on behalf of the Organiser are jointly and severally liable with the Organiser for the fulfilment of the obligations under the contract. The Organiser must specify its legal representatives in the contract. If no legal representatives are specified, Palais Events is entitled to regard persons who sign the contract as such representatives..

## 12. Insurance for organisers

Palais Events may demand that the Contractual Partner (Organiser) takes out suitable insurance. The Contractual Partner bears the cost of the necessary third-party liability insurance, property insurance and personal insurance for the event. The policy must be presented to Palais Events ten days before the start of the event. We will be pleased to put you in contact with suitable insurance providers.

### **13. Official permits**

If official permits are required for the Organiser's event, the Organiser must obtain such permits in a timely manner at its own expense. Any requirements must be fulfilled by the Organiser at its own expense and in such a way that Palais Events does not incur any expenses. This includes registration with the Austrian Society of Authors, Composers and Music Publishers (AKM) or a legally required acceptance inspection.

Proof of fulfilment of this obligation must be provided at least ten days before the event. If an official inspection is required, the Contractual Partner or an authorised representative must participate in the inspection.

Public events are subject to separate regulations. Attention is expressly drawn to the need for compliance with such regulations (according to the regulations of the event approval authorities).

The Organiser assures Palais Events that it will comply with all applicable trade law and other legal regulations, and is liable to Palais Events for compliance with such regulations. If a public authority imposes penalties on Palais Events for breaching official requirements or legal regulations in connection with the Organiser's event, the Contractual Partner must indemnify and hold Palais Events harmless upon the first request of Palais Events to do so.

To find out whether your event (including private events) must be registered, please contact the Event Centre of City of Vienna's Municipal Department 36 on +43 (0)1 4000 extension 36336 or visit

<https://www.wien.gv.at/english/e-government/business/events/registration.html>

Further information on AKM is available at [www.akm.at](http://www.akm.at) (German only).

### **14. Duty of information and guaranteed number of participants**

The Organiser must provide Palais Events with precise written information on the type of the event and the event programme at least three weeks before the event takes place.

The Organiser must provide written details of the number of participants at least three working days before the event. This number constitutes the guaranteed minimum number of participants for which Palais Events will make all preparations; in any event, the fee is based on this number as a minimum. If the actual number of participants is higher, any additional expenses incurred as a result will be invoiced.

In the case of a significant increase in the number of participants, the choice of food and beverages may vary. The products in question will be replaced by products of equal quality. If the Organiser does not notify Palais Events of the guaranteed minimum number of participants at least three working days before the event, the number specified in the contract

will constitute the guaranteed minimum number of participants.

If the guaranteed minimum number of participants is less than 80% of the number specified in the contract, the number set out in the contract minus 20% constitutes the guaranteed minimum number of participants on which the invoicing of all food and beverages will be based.

## **15. Catering**

Catering for events held at Palais Ferstel and Palais Daun-Kinsky will be provided solely by Palais Events' in-house catering service. Food and beverages may not be brought to or consumed during the event. Any exceptions must be agreed in writing in the contract. For events held at the Wiener Börsensäle, the Contractual Partner may choose its own catering provider. If the Contractual Partner commissions an external caterer for an event at the Wiener Börsensäle, separate agreements must be concluded with that external caterer. The Organiser must notify Palais Events of the name of the external caterer at least ten days prior to the start of the event. Separate agreements concerning the different venues are set out in the house rules.

## **16. Decorations and entertainment**

If the Organiser intends to bring decorative materials or entertainment into facilities operated by Palais Events, this must be agreed in writing in advance. All decorative elements used within the event facilities must be flame retardant. (Regulations for events or celebrations in accordance with § 24 (1-4) "Wiener Veranstaltungsstättengesetz" or with DIN 4102 B1.) Such decorative elements must not cause damage to the rooms or moveable property of Palais Events. Installation and preparation must be performed by qualified personnel, in compliance with all legal regulations, particularly fire safety regulations and statutory provisions on plant and equipment and events.

Any decorations provided by Palais Events will remain its property, and the Organiser must compensate Palais Events for any damage to such materials. The Organiser bears the cost of decorations and entertainment, and of setting up and dismantling these items. The Organiser will compensate Palais Events for all expenses incurred by the latter in this regard.

The volume of sound systems must not exceed 70dB to prevent any noise nuisance to local residents. The provisions of the Wiener Veranstaltungsgesetz (Vienna Events Act) apply in any event, and Palais Events will not assume any liability for disturbance caused by music and noise, for the termination of the event, or for any costs arising for the Organiser as a result.

## **17. Deliveries/shipments**

Palais Events will not accept non-assignable and undeclared goods. Declared goods will only be accepted if they have been notified in advance. Only small and confined storage spaces are available.

## **18. House rules**

Strict compliance with the house rules of Palais Events is essential. Palais Events employees and representatives of public authorities may access the rooms and spaces provided to the

Organiser at any time. In emergency situations, the instructions of police, security staff and Palais Events employees must be followed without exception.

### **19. Technical guidelines**

Palais Events will supply electricity and water for an agreed fee, provided such supply is agreed in the contract. Palais Events cannot pay damages or offer discounts for supply outages caused by system operators.

### **20. WiFi**

Where available, Palais Events will provide free WiFi for the Organiser. Palais Events cannot guarantee availability and will not assume any responsibility whatsoever for misuse by the Contractual Partner or its employees, contractors, visitors or guests. The Contractual Partner bears the costs for support services and must compensate Palais Events for such services.

### **21. Access and loading bays**

The traffic signs around the event locations operated by Palais Events must be followed without exception in the same way as on public roads. All approach roads and entrances must be kept clear for use as escape routes, and must not be narrowed or blocked by set-up materials, means of transport, vehicles, building components or other items.

### **22. Obligation to attend**

The Contractual Partner must ensure that it or an authorised representative is present and constantly available by telephone for the entire period for which the venue is in use.

### **23. Security**

The Organiser is responsible for security during the event, and must deploy security personnel and carry out entrance checks if this is specified in the contract. In the case of events where the potential risks are particularly high or the nature of the event is liable to result in increased risks for participants, paramedics and medical equipment for the provision of emergency medical treatment may be stipulated, as well as the presence of a fire safety officer, regardless of the number of participants.

The event must not damage the reputation or safety of the building in question. Palais Events' supervisors are entitled to demand appropriate measures to rectify any shortcomings and, if these instructions are not followed or prove to be insufficient to achieve the desired effect, to demand the termination of the event. This does not give rise to any claims of the Organiser against Palais Events for a reduction in the fee or for damages, or to any other claims.

### **24. Supervisors and technicians**

Palais Events will provide a supervisor for the agreed period for setting up and dismantling to oversee the process and ensure performance of all necessary steps and compliance with all regulations. The role of fire safety officer must be performed by an individual nominated by

Palais Events.

If the costs for the supervisor are included in the room rental fee, this is specified in the contract. Otherwise, an additional fee will be invoiced on the basis of the actual costs at the hourly rate specified in the contract.

If the Organiser requires the services of Palais Events technicians, these services will be invoiced additionally based on the actual costs. The hourly rates are specified in the contract.

## **25. Dismantling and removal**

Immediately after the event, and within the rental period, the Organiser is obliged to ensure that all items are dismantled and removed (including any waste and packaging) which have been brought to the rooms operated by Palais Events by the Organiser or third parties commissioned by it. If items are not dismantled and removed without delay, Palais Events may carry out removal and disposal at the Organiser's expense. This does not apply to services ordered directly from Palais Events.

## **26. Regulation (EU) NO 1169/2011 (FIC)**

Palais Events will label the 14 substances or products causing allergies as specified in the relevant legislation (Regulation [EU] No 1169/2011 Lebensmittelinformationsverordnung [European Food Information to Consumers Regulation]). However, there are other substances or products that may cause food allergies or intolerances. Despite careful preparation, the food provided may also contain traces of other substances or products used in the kitchen during the preparation process in addition to the labelled ingredients.

## **27. Tabakgesetz [Tobacco act]**

The provisions of section 13a Tobacco Act apply in the facilities hired. Following the amendment of the Tobacco Act, our facilities are classified as a public place, meaning that the protection of non-smokers must be ensured at all events. If an event is private, and the Organiser's guests form part of a group limited in number by the Organiser in advance, the Contractual Partner decides whether to allow smoking in appropriate facilities and assumes liability for this decision. This does not include the main room and rooms where food or beverages are served, where smoking is prohibited.

## **28. Fire safety provisions**

Fire extinguishers and other safety equipment must not be obstructed, covered or blocked. All corridors in the rooms, as well as exits and emergency exits must be kept clear across their entire width and must not be blocked by set-up material, means of transport, building components or other items.

Performances that include naked lights and flames or pyrotechnics are not permitted. If smoke machines are to be used, Palais Events must be informed three weeks in advance and a fire safety officer must be present at the event.

Any use of fire, particularly indoor fireworks, is strictly forbidden in the event spaces, in the approaches to the event spaces, in corridors, on stairs and in the entire entrance area. This



also includes use of naked flames (except candles as part of the agreed decorations), flambéing, cooking (browning, heating etc.) and the use of gas.

## **29. Breaches of the rental conditions and of the law**

Strict compliance with the rental conditions and all instructions, conditions, rules and legal regulations specified therein, as well as related statutory provisions and regulations of public authorities responsible for approving events is essential. All fire safety regulations, all commercial law and local police regulations and the house rules must also be complied with. The Contractual Partner must implement all measures required by representatives of public authorities immediately and at its own expense. In the event of non-compliance with and/or breaches of the rental and event agreement, the contractual agreements and the house rules, as well as breaches of legal provisions or official regulations, Palais Events is entitled to arrange for the event-related fittings to be dismantled at the Contractual Partner's expense, or the vacation of the premises without legal proceedings.

## **30. Advertising**

Any advertising containing references to events to be held in facilities operated by Palais Events requires the prior written approval of Palais Events.

The Organiser consents to the use by Palais Events of publicly available images, videos, press releases and the like relating to events staged at the facilities in Palais Ferstel, Palais Daun-Kinsky and Wiener Börsensäle for its own PR and marketing purposes..

## **31. Data protection**

The Contractual Partner expressly consents to the automated processing by Palais Events of the personal data provided by the Organiser and the use of such data by Palais Events for direct marketing purposes, in accordance with the applicable legal provisions.

Given the particular nature of providing event services, it is essential to be able to store and to forward the personal details of the participant in an event. The Customer consents to place participants' personal details at the disposal of Palais Events Veranstaltungen GmbH, and offers the same consent concerning the details of companies which are required for the provision of agreed services, and the Customer accepts that personally-related details may be passed on – in the interests of the satisfactory completion of services ordered – to:

- Service providers and to
- Public authorities, and to banks, for purposes relating to official reporting obligations, taxation requirements and other legally stipulated purposes.

If it should arise that the forwarding of data for personal details comes to be conducted not by the affected party himself/herself but by other representatives of the Customer, then the Customer accordingly agrees to notify the party being the subject of the forwarding of data to Palais Events Veranstaltungen GmbH, and being the subject of the forwarding of data by Palais Events Veranstaltungen GmbH to the categories of recipients defined above. Palais Events Veranstaltungen GmbH shall treat such data in confidence as required by the

applicable data-protection provisions, and shall pass the data to third parties only if this is necessary for purposes of the representation service that has to be provided, or if such sharing of data is obligatory under legal regulations. A detailed description of joint rights & obligations – together with an indication of the contact persons competent to deal with questions on data protection – can be found on [www.palaisevents.at/en/privacy-statement](http://www.palaisevents.at/en/privacy-statement) in the section dealing with the data-protection declaration.

### **32. Statute of limitations**

Any claims of the Contractual Partner against Palais Events must be enforced in writing within six months of the end of the event, otherwise the claims will be deemed to have lapsed.

### **33. Applicable law and jurisdiction**

This contractual relationship is governed exclusively by Austrian law under exclusion of its conflict of law rules. The place of jurisdiction is the competent court for the first district of Vienna (Innere Stadt).

Amendments and additions to the contract, including to individual passages, must be made in writing. The details stated are accepted upon signature by both parties.

## **MICAMPA – Campsites Wien West and Neue Donau**

### **GENERAL TERMS AND CONDITIONS OF VERKEHRSBÜRO HOTELLERIE GMBH AS OPERATOR OF THE CAMPSITES WIEN WEST AND NEUE DONAU**

#### **§ 1 Scope of application**

1.1. These General Terms and Conditions (hereinafter referred to as “GTC”) apply to services provided by Verkehrsbüro Hotellerie GmbH as operator of the campsites Wien West and Neue Donau (hereinafter referred to as “Operator”) to the “Guest” and other contractual partners (both hereinafter referred to as “Contractual Partner”).

1.2. The Contractual Partner undertakes to comply with these terms and conditions as well as all commercial or other regulations.

1.3. The Operator’s services consist especially in the paid rental of the campsite, the camping pitches, the permanent pitches, the tiny houses and other overnight accommodation, the provision of common areas on the campsite (sanitary facilities, reception, catering, etc.), the sale of food and beverages, and all other services associated with the operation of a campsite.

#### **§ 2 Conclusion of contract | Contract amendments | Payment**

2.1. All prices in the current price list are stated in euros (€). Unless otherwise specified, the prices quoted include all taxes and duties and are valid until further notice.

2.2. The maximum length of stay at the campsite is 14 days.

2.3. The Contractual Partner confirms with their booking that they have reached the age of 18.

2.4. The Contractual Partner must contact the Operator in advance of the booking if, due to disabilities, health impairments or mobility restrictions, certain characteristics, functionalities, facilities or conditions are required or desired by the Contractual Partner, in order to clarify the possibilities of a corresponding provision by the Operator.

2.5. If there is an agreement on the price, consideration and date, the contract between the Operator and the Contractual Partner is concluded upon notification of a valid credit card number and its expiration date and full payment.

2.6. The entire fee for the booked period is due prior to arrival when the (online) booking is made. For arrivals without a reservation, the entire fee must be paid to the Operator upon arrival on site or before moving into the accommodation / using the pitch or other contractually agreed services.

2.7. Bookings of at least 20 guests travelling together are considered a group (hereinafter "group booking"). Every 21st guest will not be charged for such a group booking. A complete list of names of the group members must be sent to the Operator no later than one week before arrival.

2.8. After conclusion of the contract, the Contractual Partner is only entitled to make changes to the contract with regard to the arrival and departure dates or the start and end of the service, the type of accommodation or pitch, the length of stay, booked additional services or other contractual services (rebooking) once per booking and is subject to availability.

2.9. The binding conclusion of the contract results in rights and obligations for the Operator and the Contractual Partner. In particular, by concluding the contract, the Contractual Partner acquires the right to the normal use of the rented rooms or pitch and the facilities of the campsite. The Contractual Partner must exercise their rights in accordance with any camping and/or guest guidelines (house rules), which are brought to their attention separately, and fulfill their obligations in this regard.

### **§ 3 No right of withdrawal according to FAGG (= Austrian Act on Distance Contracts and Off-Premises Contracts) | Information obligations**

3.1. A distance contract is a contract that is concluded between the Operator and a Contractual Partner, who is a consumer, without the simultaneous physical presence of a representative of the Operator and the consumer within the framework of a distribution or service system organized for distance selling, whereby up to and including the conclusion of the contract only means of distance communication are used.

3.2. The consumer may generally withdraw from a distance contract within 14 days without giving reasons. The withdrawal period for service contracts begins on the day the contract is concluded.

3.3. However, the consumer has no right to withdraw from distance contracts for services in the areas of accommodation other than for residential purposes, rental of motor vehicles, delivery of food and beverages and services provided in connection with leisure activities, provided that a specific date or period is contractually stipulated for the fulfillment of the contract by the Operator.

3.4. Payment in distance selling (online business) is made by credit card (Visa, Mastercard) or immediate transfer.

3.5. The contract and all relevant documents shall be sent by e-mail.

3.6. The contract data shall be stored for invoicing purposes and sent to the consumer in the form of an order form.

3.7. The contract language is German.

3.8. Our e-mail address: [wienwald@micampa.com](mailto:wienwald@micampa.com) and [donau@micampa.com](mailto:donau@micampa.com)

3.9. The statutory warranty rights apply.

#### **§ 4 Withdrawal from the contract**

4.1. The Operator grants the Contractual Partner a right of withdrawal in accordance with the following provisions, provided that it is not a group booking (see points 7 and 4.2).

If the contract is canceled up to 14 days before arrival, no cancellation fees will be charged.

If the contract is canceled up to 7 days before arrival, a cancellation fee of 50% of the agreed fee will be charged.

Cancellations within seven days prior to arrival and no-shows, i.e. no-shows on the day of arrival, will incur full cancellation cost

4.2. For group bookings (from 20 persons; see point 2.7), the following separate provisions apply to the Contractual Partner:

If the contract is canceled up to 21 days before arrival, no cancellation fees will be charged.

If the contract is canceled up to 7 days before arrival, a cancellation fee of 50% of the agreed fee will be charged.

Cancellations within seven days prior to arrival and no-shows, i.e. no-shows on the day of arrival, will incur a full cancellation fee.

The group size can be reduced by up to 10% free of charge up to 3 days before arrival.

4.3. Cancellations must be made in writing.

4.4. The right of the Operator or the Contractual Partner to extraordinary termination for good cause remains unaffected. The Operator reserves the right to extraordinary termination, in particular in the event of impossibility of contract fulfillment due to force majeure or other circumstances for which the Operator is not responsible, as well as false statements of material facts by the Contractual Partner at the time of booking (e.g. age information, underage of the Contractual Partner or fellow travelers without parental supervision). Likewise, the behavior of the Contractual Partner on the premises of the entire campsite, which may jeopardize the smooth operation, safety or reputation of the campsite, entitles the Operator to extraordinary termination.

## **§ 5 Arrival and departure**

5.1. Registration at the reception is mandatory upon arrival at the campsite. This also applies to visitors who only access the campsite for a short time. The posted opening hours of the reception must be obeyed. If the reception is closed upon arrival, registration must take place during the next opening hours.

5.2. Pitches may be occupied from 10 a.m. on the day of arrival or earlier depending on availability and must be vacated by 10 a.m. on the day of departure. Late check-out until 4 p.m. is possible on request and for a fee, subject to availability.

5.3. The small bungalows (Tiny Houses) can be occupied from 2 p.m. on the day of arrival or earlier depending on availability, departure must take place by 10 a.m. In the event of late departure, the cost of a further night's accommodation will be charged.

5.4. In the event of late arrival, the pitch or Tiny House will be kept free until 10 p.m. on the day of arrival. The Contractual Partner may inform the Operator at short notice (by 10 p.m. on the day of arrival) that the arrival will not take place until the next day, but in this case must nevertheless also pay the agreed day of arrival in full.

5.5. Premature departure does not entitle the Contractual Partner to a refund of the fee paid.

## **§ 6 Defects**

Any complaints by the Contractual Partner must be reported to the Operator immediately.

## **§ 7 Liability | Loss | Damage**

7.1. The Contractual Partner must treat the inventory and the pitch, facilities and equipment of the campsite with care. He must compensate for any damage caused by him, fellow guests or visitors during his stay.

7.2. The Operator is not liable for theft or damage to the Contractual Partner's property by third parties. The Operator recommends taking out appropriate insurance.

7.3. The Operator shall not be liable for damages caused by the failure or disruption of the supply of water, electricity or gas or as a result of noise pollution caused by third parties. Furthermore, the Operator shall not be liable for minor negligent breaches of the contract, for damages caused by the use of systems or equipment located on the premises or systems, equipment and precautions that are out of order or out of service. This also applies to minor negligent breaches of the contract by the legal representatives or vicarious agents of the Operator.

7.4. The provision of the campsite pitch does not constitute a safekeeping agreement. The Operator has no duty of supervision. The Operator is not liable for loss of or damage to motor vehicles and their contents parked or maneuvered on the premises of the campsite, nor for bicycles, unless the Operator, its legal representatives or vicarious agents are responsible for intent or gross negligence.

7.5. The liability for valuables brought in by the Contractual Partner, such as pictures, cash, etc., is limited to the amount provided for by law (i.e. EUR 550.00). Valuables do not include items of personal use that serve to satisfy various material and cultural needs, although they may be of high value (e.g. cameras, video cameras, CD players, fur coats, etc.). These items are not to be replaced by the Operator. Items left behind by the Contractual Partner that exceed a value of EUR 10.00 will only be forwarded at the risk and expense of the Contractual Partner upon request no later than 14 days after the stay. Thereafter, the items will be handed over to the lost and found office or disposed of if they have a recognizable value.

7.6. Regular internet use is possible free of charge. The malfunction or failure of the line does not constitute grounds for a reduction in the invoice and the Operator accepts no liability.

## **§ 8 Selection and use of the parking space**

8.1. Without express agreement, the Contractual Partner has no claim to the allocation of a specific pitch or accommodation. The Operator reserves the right to change pitches within the booked category.

8.2. The number of the Contractual Partner's preferred pitch is either already defined in the camping contract or the selection is made by the Operator on the day of arrival. The Contractual Partner is then not authorized to change the pitch without the consent of the Operator. Only people registered at reception are permitted to use the pitch. The Contractual Partner is not permitted to make any installations, planting or similar design measures without the prior consent of the Operator. The boundaries of the pitches must be strictly adhered to. White markings provide orientation. In cases of doubt, the Operator shall determine the relevant course of the pitch boundaries.

## **§ 9 Long-term parking spaces**

9.1. People who rent permanent parking spaces in a separate area provided for this purpose as part of a special agreement shall pay a flat rate for the parking space.

9.2. The permanent parking spaces are intended exclusively for vehicles. The permanent stay of people is not permitted. However, it is possible to check and service your own vehicle after prior registration at reception.

9.3. The parking space rent under this special agreement is due in full at the beginning of the first rental day for the respective total duration.

9.4. The tenant of a permanent parking space is not permitted to sublet or otherwise use the parking space for commercial purposes. Any violation entitles the Operator to extraordinary termination of the special agreement.

## **§ 10 Camping regulations | Fire safety regulations | Safety and access to the camping site**

10.1. The applicable camping regulations form an integral part of these General Terms and Conditions. They are displayed at the campsite or can be downloaded from the Operator's website. The camping regulations must be obeyed by the Guests. In the event of gross and persistent violations of the campsite rules by the Guests, the latter may be expelled from the campsite by the Operator. Even in this case, the Contractual Partner has no right to a refund of any (deposit) payments made. In this case, the Operator also reserves the right to assert claims for damages.

10.2. Employees of the Operator and representatives of the authorities or security bodies may enter the area (the parking space) and premises provided to the Contractual Partner if there is a legitimate interest, following prior notification or in the event of imminent danger. In emergencies, the instructions of the Operator's employees and representatives of the authorities or security bodies must be followed at all times.

10.3. In exercising its domestic authority, the campsite management may refuse to admit persons or expel them from the pitch/apartment if this appears necessary to maintain safety and order on the campsite. Alcoholized guests and visitors are prohibited from staying on the campsite.

During quiet hours (between 10 p.m. and 7 a.m. and between 12 p.m. and 2 p.m. see point 11.1), loud music and noise of any kind is strictly prohibited. The Operator will expel guests who do not comply with the daily quiet times from the campsite on the following day at the latest. Camping fees already paid will not be refunded in this case. The Operator also reserves the right to assert claims for damages in this case.

## **§ 11 Quiet hours | Noise pollution**

11.1. Quiet hours on the campsite are from 12 p.m. to 14 p.m. and from 22 p.m. to 7 a.m.. The use of motorized vehicles is not permitted during quiet hours. Noise pollution such as

hammering, disposing of glass bottles in containers, slamming doors, loud music etc. is also prohibited. The Operator reserves the right to shorten the quiet hours in exceptional cases (e.g. for events). This will be published in writing in good time, at least three days before the event, as a notice at reception or in the information box.

11.2. Anyone who persistently violates the quiet hours must – if a warning remains unsuccessful – expect to be banned from the premises (see point 3).

11.3. Disturbing noise must also be refrained from outside the quiet hours. The Contractual Partner must show consideration for other guests. In particular, radios, televisions, music systems and musical instruments, etc. must be used in such a way that the neighbors are not disturbed.

## **§ 12 Vehicles**

12.1. Cars and motorcycles must be parked next to the tent or caravan in such a way that they do not obstruct traffic or neighbors. Only one car is permitted per parking space. Additional cars may be parked in the designated parking spaces.

12.2. The Austrian road traffic regulations (StVO) and a speed limit of 10 km/h apply throughout the campsite.

12.3. Roads must be kept clear or cleared immediately for the arrival and departure of guests.

12.4. If liquid gas is used in the caravan, a valid gas test must be available, which must be presented to the Operator on request.

## **§ 13 Power supply**

The use of the power supply is reserved exclusively for those Contractual Partners who have booked a corresponding parking space. Charging electric bicycles and electric scooters is permitted. The charging of other electric motor vehicles is prohibited.

## **§ 14 Sanitary facilities | Cleanliness | Water**

14.1. Sanitary facilities may not be entered with street shoes and must be left in a clean condition. Children under the age of 10 may only enter the sanitary facilities when accompanied by an adult.

14.1. The use of the showers is permitted daily from 7 a.m. to 10 p.m. The showers are locked outside of these times.

14.2. Fresh water may be taken from the marked areas or, in some cases, from the supply stations on the pitches. It is not permitted to fill pools or water basins of any size via the water stations.



14.3. The discharge of any waste water into the ground, open channels, etc. is not permitted. Waste water may only be emptied into the designated sinks of the sanitary facilities or gray water or chemical toilets.

## **§ 15 Waste disposal**

Garbage and waste must be disposed of separately (residual waste, paper, glass and plastic) and exclusively at the waste disposal site in the containers provided for this purpose. Garbage bags must be tied to prevent soiling and odor nuisance.

## **§ 16 (Camp)fires | Barbecues | Smoking**

16.1. Campfires and open fires are prohibited on the entire campsite.

16.2. Barbecues are only permitted in the designated areas. Embers and fires must be supervised at all times. In the event of an increased risk of forest fires, the groundsman may issue a ban on barbecues. Barbecue areas must be cleared of grates or cleaned immediately after barbecuing and the barbecue area must be left clean.

16.3. Smoking is only permitted on your own pitch and in the designated smoking area. Smoking is strictly prohibited in all accommodation and buildings (sanitary facilities, reception, etc.).

## **§ 17 Duty to supervise children**

Children under the age of 18 have to be supervised by their legal guardians at all times. The Guest must accompany and supervise their children according to their individual abilities, in particular when using the sanitary facilities and on the playground.

## **§ 18 Dogs**

18.1. Dogs are generally allowed on the campsite for a fee according to the price list. However, dogs must be always kept on a leash on the campsite grounds.

18.2. Dogs are not permitted to enter the sanitary buildings and kitchens.

18.3. Dogs must relieve themselves outside the campsite.

18.4. In the event of a breach of the above provisions, the Operator reserves the right to revoke the permission to keep the dog in individual cases and, in particular in the event of a breach of point 3, to claim damages.

## **§ 19 Visitors**

19.1. Visitors must register at the reception when entering the campsite. This entitles them to enter the campsite from 7 a.m. Visitors must leave the campsite by 10 p.m. They must comply especially with the quiet hours in accordance with point 1.

19.2. The campsite management or the groundsman are entitled to refuse visitors entry to the campsite or to expel them from the campsite if this appears necessary to maintain safety and order on the campsite or in the interests of other campsite guests. This shall not give rise to any claims on the part of either the visitor or a Contractual Partner.

## **§ 20 Data protection**

The Operator carries out image processing in the general areas without sanitary facilities to guarantee its customers, staff and owners the greatest possible protection and, in the event of an incident, to provide the investigating authorities with information on prosecutable offenses.

The surveillance cameras only record movements in areas that are particularly at risk.

If necessary, the data is viewed by members of our maintenance service providers and the campsite management and is not stored for longer than 7 days. Insofar as the processed data can be traced back to guests personally, they have the right to receive information about this data, to have it corrected and deleted and to have its processing restricted and, if necessary, the right to lodge a complaint with the Austrian data protection authority.

Due to the special nature of accommodation services, the storage and disclosure of the guest's personal data is essential. The Contractual Partner acknowledges providing the Operator with personal data of the guest or company data required for the provision of the agreed services and accepts the transfer of personal data for the correct execution of the ordered service:

Booking platforms that are used to book tourist services

Service providers who provide tourism or other services

Public authorities and banks, for registration, tax and other legally prescribed purposes

If the data transfer of personal data is not carried out by the data subject themselves, but by other representatives of the Contractual Partner, the Contractual Partner undertakes to inform the data subject of the data transfer to the Operator and of the transfer of the data by the Operator to the categories of recipients described above. The Operator will treat this data confidentially in accordance with the relevant data protection regulations and will only pass it on to third parties if this is necessary for the provision of the brokerage service or if the transfer is required by law. A detailed description of the common rights and obligations as well as a reference to the responsible contact persons for questions regarding data protection can be found in the privacy policy at [www.micampa.com/sicherheit](http://www.micampa.com/sicherheit).

## **§ 21 Place of performance and payment, place of jurisdiction, partial invalidity**

21.1 The place of performance and payment is Vienna. Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law. The place of jurisdiction is the competent court for Vienna, Innere Stadt.

21.2. Any transfer of rights arising from the contractual relationship between the Contractual Partner and the Operator, whether in return for payment or free of charge, requires the express written consent of the Operator.

21.3. Reservations, changes and cancellations of the booking or the contract must be made in writing to be effective.

21.4. Should individual provisions of these GTC be or become invalid, they shall not affect the validity of the remaining provisions. The Operator and the Contractual Partner shall immediately replace the invalid provisions with valid provisions that come as close as possible to the intended purpose and their economic meaning.

## Hostels Vienna

### 1. Cancellation policy

If you wish to cancel your booking, click the link at the end of your confirmation email and follow the on-screen instructions.

Should you wish to cancel your reservation, we kindly ask you to do so as soon as possible.

### 2. Fees

The prices include bed linen, VAT, and all charges.

The preservation of the value of claims and ancillary claims is expressly agreed upon. The measure for calculating value preservation is the Consumer Price Index 2020 (base year 2020) published monthly by Statistics Austria, or any index that replaces it. The reference figure for this contract is the index value calculated for the month in which the contract is concluded. All change rates are calculated to one decimal place.

Fluctuations in the index value upwards of up to and including 2.5% will remain unconsidered. This margin is recalculated whenever it is exceeded, with the first index value outside the applicable margin serving as the basis for both the adjustment of the claim amount and the calculation of the new margin.

### 3. Check-in / Check-out times

Your bed or room will be available starting from the time indicated below.

On the day of departure, the bed/room must be vacated no later than the time specified below. Late check-out may result in an additional overnight charge.

We kindly ask you to provide your estimated arrival time in the “Comments and Additional Information” field, especially if your arrival is planned for a later time in the day.

- Check-in time (earliest): 2:00 pm
- Check-out time (latest): 10:00 am
- Reception opening hours – Closing time: 9:00 pm

#### **4. Payment and billing currency**

No deposit required. A credit card number must be provided; however, the card will not be charged.

#### **5. Data protection**

Due to the specific nature of accommodation services, the storage and sharing of guests' personal data is essential. The customer acknowledges the obligation to provide the hostel with personal guest data or company data required to deliver the agreed services and accepts the transfer of personal data for the proper execution of the ordered services to:

- Booking platforms used for booking tourist services
- Service providers offering tourist or other services
- Public authorities and banks for registration, tax purposes, and other legally mandated requirements

If the transfer of personal data is not performed by the individual concerned but by other representatives of the customer, the customer agrees to inform the individual concerned about the transfer of their data to the hostel and its onward transmission to the recipient categories described above. The hostel will treat this data confidentially in accordance with applicable data protection regulations and will only share it with third parties when necessary to fulfill the service or when legally required. A detailed description of mutual rights and obligations, as well as contact information for questions regarding data protection, can be found in the privacy policy at <http://www.hostel.at/datenschutz>.