



Austrian Hotel Contract Conditions (ÖHVB)

(Concluded at the 93rd Committee Meeting of the
Professional Hoteliers Association on September 23rd 1981)

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§ 1 General

The (general) Austrian Hotel Contract Conditions state the contractual contents according to which Austrian accommodation providers generally conclude accommodation contracts with their guests.

The Austrian Hotel Contract Conditions do not exclude special agreements.

§ 2 Contract Partners

(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 contract conditions.

§ 3 Conclusion of Contract, Advance Payment

(1) The accommodation contract is generally formed through the acceptance of the guest's written or verbal order by the accommodation provider.

(2) It can be agreed that the guest provides an advance payment.

(3) The accommodation provider can also request the advance payment of the entire agreed payment amount.

§ 4 Start and End of the Accommodation

- (1) The guest has the right to access the hired rooms from 14.00 hours on the agreed day.
- (2) The accommodation provider has the right, in the case of the non-appearance of the guest by 18.00 hours on the agreed arrival day, to withdraw from the contract unless a later arrival time has been agreed.
- (3) If the guest has paid an advance payment, however, the room(s) remain(s) reserved until 12.00 hours the following day at the latest.
- (4) If a room is occupied before 6.00 hours in the morning, the previous night counts as the first overnight stay.
- (5) The hired rooms are to be vacated by the guest by 12.00 hours on the day of departure.

§ 5 Withdrawal from the Accommodation Contract

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

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

- (2) The accommodation contract can be cancelled by both contract partners by a unilateral statement up to the latest of one month before the agreed arrival date of the guest, but a cancellation fee of the cost of the room price for three days must be paid. The cancellation statement must be in the hands of the contract partner at the latest one month before the arrival date of the guest.
- (3) The accommodation provider has the right, in the case of a non-appearance of the guest by 18.00 hours on the agreed arrival day, to withdraw from the contract unless a later arrival time has been agreed.
- (4) If the guest has paid an advance payment, however, 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 under the obligation to pay the accommodation provider the agreed payment amount. The accommodation provider must however deduct what he saves as a result of the non-use of his service or what he has obtained by another letting of the ordered room. Experience has shown that in the majority of cases, company savings as a result of the non-take up of the services amounts to 20 percent of the room price and 30 percent of the catering price.
- (6) It is incumbent upon the accommodation provider to solicit a further letting of the non-used rooms according to the circumstances.
(§ 1107 ABGB¹).

The cancellation conditions listed in Clauses 1, 2, and 5 are **non-binding association recommendations** in accordance with §§ 31ff of the Cartel Law, announced in 26 Kt 79/03 in the OLG (Higher Regional Court) in Vienna acting as the Cartel Court.

§ 6 Provision of Substitute Accommodation

¹ Civil Code

(1) The accommodation provider can make appropriate substitute accommodation available to the guest, if this is reasonable to the guest, especially due to the fact of the difference being negligible and factually justified.

(2) A factual justification is given, for example, when the room (rooms) have become unusable, or an already resident guest extends their stay or other operational measures give rise to this step.

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

§ 7 Rights of the Guest

(1) The signature of an accommodation contract gives the guest the right to the normal use of the hired rooms, of the facilities of the accommodation institution, which normally and without any special conditions, are available for usage by guests and to the usual services.

(2) The guest has the right to access the hired rooms from 14.00 hours on the agreed date.

(3) Whether full-board or half-board has been agreed, the guest has the right to request, for meals of which he is not availing himself, an appropriate substitute provision (packed lunch) or a coupon, provided that he has indicated this in good time, that is by 18.00 hours the previous day.

(4) Otherwise the guest has no substitute claim to the services of the accommodation provider if he does not take the agreed meals within the usual scheduled times and in the facilities specified for this purpose.

§ 8 Obligations of the Guest

(1) On the termination of the accommodation contract, the agreed payment amount is to be paid. The accommodation provider will accept foreign currencies as payment as far as possible in accordance with the daily exchange rate. The accommodation provider is not obliged to accept cash-free payment methods such as cheques, credit cards, coupons, vouchers etc. Any requisite costs ensuing relating to the acceptance of these securities, for example for telegrams, enquiries etc are to be assumed by the guest.

(2) If food and drink are available in the accommodation, but are brought into it and consumed in the public areas by the guests, the accommodation provider is entitled to charge an appropriate compensation to the account (so-called "corkage charge" for drinks).

(3) The guest must obtain the consent of the accommodation provider before switching on any accompanying electrical devices that do not form part of the normal travel requirements.

(4) In the case of damages caused by the guest, the compensation law regulations apply. As a result 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 when the injured party is entitled to claim compensation directly from the accommodation provider.

§ 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, food and outlays on behalf of the guest.

(§ 970 c ABGB legally-applicable Withholding Right)

(2) To guarantee the agreed payment the accommodation provider has the right of lien on the objects handed-in to the accommodation by the guest. (§ 1101 ABGB legally-applicable Right of Lien of the accommodation provider).

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

§ 10 Obligations of the Accommodation Provider

(1) The accommodation provider has the obligation to provide the agreed services to an appropriate standard.

(2) Special services that are obligatorily chargeable and which are not included in the accommodation price are:

- a) Special services provided by the accommodation which are charged separately to the account such as the provision of salons, saunas and indoor pool, (outdoor) swimming pool, solarium, floor bathroom, garage etc.
- b) The provision of additional and/or child beds will be calculated at a reduced price.

(3) The marked prices must be inclusive.

§ 11 Liability of the Accommodation Provider for Damages

(1) The accommodation provider is liable for damages suffered on the part of the guest, if the damages have taken place within the accommodation institution and the accommodation institution or one of its employees is at fault.

(2) Liability for objects on the premises. In addition to this, the accommodation provider is liable, as the custodian of the objects handed-in by the checked-in guests, for a maximum amount of EUR 1,100, if he cannot prove that the damage was caused by him or one of his employees nor by strangers entering and leaving the building.

Under these circumstances the accommodation provider is liable for valuables, money and securities up to a maximum amount of EUR 550, unless he had taken these things with the knowledge of their condition into his safekeeping or unless the damages were caused by himself or one of his employees which would result in his unlimited liability. A rejection of the liability by putting up a notice is legally ineffective.

The custody of valuables, money and securities can be refused, if they are substantially more valuable objects than the guests normally hand in for custody to the accommodation provider concerned. 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 institution or if they have been handed in at one of the pre-determined places for this purpose. (In Particular §§ 970 ff. ABGB.)

§ 12 Keeping of Pets

(1) Pets are only allowed into the accommodation institution with prior authorisation and in some cases a special payment is levied.

Pets are not allowed in the lounges, the public areas or the restaurant areas.

(2) The guest is liable for damages caused by any animals brought onto the premises, in accordance with the legally applicable regulations for pet owners. (§ 1320 ABGB).

§ 13 Extension of the Accommodation

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

§ 14 Termination of the Accommodation

(1) If the accommodation contract was agreed for a specific time it ends when this time has expired. If the guest departs early then the accommodation provider is entitled to demand the full payment amount.

It is incumbent upon the accommodation provider to solicit a further letting of the non-used rooms according to the circumstances.

In addition, the regulation in § 5 (5) (discount percentages) applies accordingly.

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

(3) If the accommodation contract was agreed for a non-specific time the contract partners can cancel the contract at any time provided that they adhere to a cancellation period of three days. The cancellation must reach the contract partner by 10.00 hours, otherwise it is not this very day that is considered to be the first day of the cancellation period, but the following one.

(4) If the guest does not vacate his room by 12.00 hours, the accommodation provider is entitled to charge him the price of the room for a further day.

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

- a) makes a considerable detrimental use of the premises or, through his inconsiderate, objectionable or otherwise inappropriate uncouth behaviour, spoils the collective living experience of the other guests or is guilty of punishment threatening behaviour against the property, morality or physical security of the accommodation provider, his staff or one of the persons staying in the accommodation institution.
- b) is overcome by either a contagious disease or one which exceeds the accommodation duration 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 assessed as an Act of God the contract is 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 institution the accommodation provider has the obligation to procure medical assistance and care, if this is necessary and if the guest himself/herself is not in a position so to do.

The accommodation provider is entitled to the following cost compensation from 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.
- c) Possible compensation for any linen, bed linen and bed fixtures and fittings that have become unusable, 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, fixtures and fittings, carpets etc, if these were contaminated or damaged by the illness or fatality.
- e) Compensation for the room rent, if it is not forthcoming due to the temporary unusability of the room caused by the illness or the fatality. (Minimum three days, maximum seven days).

§ 16 Place of Fulfilment and Court of Jurisdiction

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

(2) All disputes arising from the accommodation contract are to be agreed by the professional and responsible court which is local to the accommodation institution, unless

- a) the guest has, as a consumer, a domestically located place of employment or residence. In this case the court of jurisdiction will be agreed as that location as disclosed by the guest on his/her registration.
- b) the guest, as a consumer, only has one domestic employment location. In this case this will be agreed as the court of jurisdiction.

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