

Terms of Business and General Reservation Conditions (as at 15 October 2018)

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I. Scope

The legal entity named in the context of the reservation (hereinafter “B&B”) lets out the agreed hotel room plus agreed facilities (hereinafter “Hotel Room”) to the guest (hereinafter “Guest”) for the agreed period of the stay. These General Terms of Business and General Reservation Conditions (hereinafter: General Terms and Conditions) shall apply to hotel accommodation agreements for letting out Hotel Rooms as well as to all other services provided to the Guests in this connection in the respective hotel.

II. Conclusion of agreement

1. By reserving a Hotel Room the Guest makes an offer to B&B to enter into an accommodation agreement. If there is availability, the Guest will receive from B&B a reservation number by e-mail, fax, telephone or on site in person, depending on the type of reservation made (online/by e-mail, by phone or on site). The accommodation agreement between B&B and the Guest shall come into effect when the Guest receives the reservation number, when the Guest makes payment of the overnight rate or when the access code is provided or sent (see clause IV.1.) to the Guest – whichever is earlier.

2. The Guest is advised that reservation numbers that the Guest receives from third parties (e.g. from online booking portals for hotel rooms) are not identical to B&B's reservation number. The Guest may ask for the B&B reservation number at the hotel.

3. B&B's offers for entering into an accommodation agreement are made without obligation and are not binding. B&B may, at its own discretion, refuse to enter into an accommodation agreement with a Guest.

4. The Guest shall not have any right to use of a particular Hotel Room or to fulfilment of special requests beyond the use of a Hotel Room. He/she is only entitled to use of a Hotel Room in the room category booked by him/her.

III. Reservation, cancellation; non-use of the Hotel Room

1. The difference between the terms “simple reservation” and “guaranteed reservation” as used hereinafter is that with a simple reservation the Guest only orders a room, whereas in the case of a guaranteed reservation payment is also guaranteed by provision of his/her credit card details. The term “cancellation” as used hereinafter means that the Guest has rescinded the accommodation agreement. In clauses 2. to 7 below it is explained in what circumstances a cancellation may be made free of charge and in which cases the price of overnight stay less expenditures saved nonetheless has to be paid. The term “day of arrival” shall be understood as the first day of the booking period. The term “day of departure” below shall be the respective last day of the booking period.

2. If the Guest, in the case of a simple reservation, does not show up at the hotel by 7 p.m., the reservation shall be forfeited completely and the reserved rooms shall become freely available. The Guest in this regard shall no longer have any right to use of a Hotel Room.

3. In the case of a guaranteed reservation, the reservation of the Hotel Room will also be held for the Guest after 7 p.m. The Guest may cancel guaranteed reservations free of charge up to 7 p.m. on the day of arrival unless the special terms applicable to group travel (see clause VIII) or the special terms applicable to dates of trade fairs and special events (see clause IX) apply and/or reservations pursuant to clause III no. 6 have been made which are designated as early bird rates, or unless derogating terms are specified in special offers / Specials of B&B. In the event that cancellations of such guaranteed reservations are

made after 7 p.m. on the day of arrival, the Guest shall still be required to pay the overnight rate for the first night less 10% for saved expenditures. In this case B&B shall be free to let the room out to other guests. The same applies if the Guest does not show up by 6 a.m. of the day following the day of arrival without having cancelled the reservation by 7 p.m. on the day of arrival (“No-Show“). Also in that case, the Guest shall still be required to pay the overnight rate for the first night less 10% for saved expenditures. The Guest shall be free to prove that B&B’s saved expenditures are higher.

4. For multi-day guaranteed reservations, all nights following the night of the day of arrival (accordingly as of the second night of the booking period) will be cancelled in the case of a no-show by 6 a.m. of the day following the day of arrival. In this case, the Guest shall have no claim to a Hotel Room for the subsequent nights. However, the Guest shall still be required to pay the overnight rate for the first night less 10% for saved expenditures. The Guest shall be free to prove that B&B’s saved expenditures are higher.

5. The special terms and conditions set out in clauses VIII. and IX. shall apply to group trips and reservations for dates of trade fairs and special events.

6. Reservations at rates designated as early bird rates shall be binding and cannot be modified or cancelled free of charge and are only bookable via the website www.hotelbb.de. In such cases, the overnight rate shall fall due immediately on reservation and shall be non-refundable. In the case of cancellation or no-show, the Guest shall be refunded only saved expenditures equal to 10% of the overnight rate. The Guest shall be free to prove that B&B’s saved expenditures are higher.

7. If the Guest decides to pay an online reservation directly through an online payment system, the reservation cannot be modified or cancelled online. In the case of a modification or cancellation request, the Guest must contact the hotel directly.

IV. Arrival and departure

1. B&B shall provide the Guest with a Hotel Room of the agreed room category/with the agreed facilities on the day of arrival, generally from 2 p.m. onwards but in any event by no later than 3 p.m. The Guest shall not be entitled to be provided with a Hotel Room at any earlier time. On check-in the Guest shall receive, either at the reception, the check-in terminals located at the hotel, or during online check-in, an access code for access to the hotel and the Hotel Room.

2. The Guest shall return the Hotel Room duly vacated and undamaged by no later than 12 noon on the departure date. After such time, B&B shall be entitled to charge the Guest 100% of the overnight rate of the previous day for his/her use of the Hotel Room exceeding the contractually agreed use as a result of the Hotel Room being vacated late. The Guest shall be allowed to prove that B&B incurred no or only substantially less damage. B&B shall be free to prove a higher damage.

V. Terms and conditions of use

1. Only those persons identified in the reservation shall be entitled to use the Hotel Room. The maximum occupation for the respective room category may not be exceeded. In this regard, children and babies shall be counted as adults.

2. Unless otherwise expressly agreed in writing, it shall not be permitted to re-sell, re-let or pass on booked Hotel Rooms.

3. During his/her stay in the hotel, the Guest shall observe the house rules displayed there.

4. The consumption of tobacco products (in particular cigarettes, cigars, pipes) and tobacco or smoker set products (in particular e-cigarettes) in the Hotel Rooms designated as non-smoking rooms is prohibited. In case of violation of this provision, B&B is entitled to charge the Guest either the actual (basic) cleaning costs or lump-sum fees (“liquidated damages”). The Guest shall be free to prove that the actual costs incurred are lower.

VI. Overnight rates and other prices

1. The overnight rate payable by the Guest shall constitute the consideration for provision of the Hotel Room by B&B within the period between arrival and departure as stated in clause IV. The full overnight rate shall be charged per night – irrespective of whether the Guest actually makes use of the room or spends the night there – if applicable less saved expenditures, unless provided for otherwise in clause III.

2. The rates applicable shall be the agreed prices or the prices stated on B&B's price list valid on the date of conclusion of the agreement. B&B shall have the right to increase or reduce overnight rates if a period of more than four months should elapse between the date of reservation by the Guest and the day of arrival. In the case of a price increase of more than 5%, the Guest shall have a right of rescission. This shall not apply to increases in statutory taxes, fees and levies.

3. The rates and amounts stated in these General Terms and Conditions and in the reservation are all quoted inclusive of value added tax at the applicable rate as well as all statutory taxes, fees and levies unless expressly provided otherwise.

VII. Terms of payment

1. Overnight rates and prices for additional services (such as use of parking spaces, breakfast, fees for pets and all other charges not expressly stated in the accommodation agreement as being part of the overnight rate) shall be due and payable in advance by no later than the date on which the Guest arrives at the hotel, irrespective of the date of invoicing. In the event that payment is not made on time, B&B shall be entitled to terminate the accommodation agreement, after which the Guest shall be required to vacate the room.

2. Without prejudice to clause VII.1., B&B shall be entitled to require the Guest to make, already on reservation, an advance payment on the overnight charges in an amount covering the expected total invoice, or else to require reasonable security from the Guest in the form of a security deposit by means of credit card.

3. B&B accepts payment in euros, transfers, EC and Maestro cards and the following credit cards: Visa, MasterCard and American Express. Other modes of payment shall be permissible only with the consent of B&B.

4. The Guest may exercise rights of set-off or retention only if the underlying counterclaims are either uncontested or are established as res judicata by a court.

VIII. Special terms applicable to group travel

1. The term “travel group” as used hereinafter shall mean a group of at least 15 Guests travelling together for whom a common reservation exists. The following shall apply to a travel group in derogation from or in addition to the above provisions:

2. On reservation, a contact person is to be specified for the travel group to B&B (“Leader”).

3. A list containing the names of all of the party shall be submitted to B&B before the travel group arrives.

4. On making a reservation the Leader will receive a reservation confirmation from B&B containing the material details of the reservation made together with data regarding check-in and, where applicable, provision of security and any other terms of payment. Reservations by travel groups shall always be guaranteed reservations within the meaning of clause III.1.

5. The full amount of the overnight charges shall be paid by bank transfer or credit card to the B&B bank account stated in the reservation confirmation or notified by B&B to the Leader on conclusion of the reservation. Charges made for foreign transfers shall be settled in full no later than on arrival at the hotel.

6. The travel group's overnight charges, including charges for additional services within the meaning of clause VII.1., shall be payable in advance no later than 28 days prior to the arrival date, or immediately if the reservation is made later than 28 days prior to the arrival date – in either case irrespective of the date of invoicing. If no payment is made by the due date, B&B shall have the right to let out to someone else the Hotel Rooms reserved for the travel group (without prior notice to the Leader), without the Guest having any right to make any claims against B&B as a result.

7. The travel group may cancel or change its reservation free of charges up to 28 days prior to the arrival date. Later cancellations and changes shall be permissible only with the consent of B&B. In this case, the overnight rate less 10% for saved expenditures shall be collected as the cancellation charge. The travel group shall be free to prove that B&B's saved expenditures are higher.

8. B&B shall make Hotel Rooms available to the travel group on the arrival date as a general rule from 2 p.m., but in any event by no later than 5 p.m.

9. B&B shall have the right to require from the Leader a deposit (e.g. in cash or by credit card) of up to € 500 per travel group on arrival of the travel group at the hotel, in particular for any additional services within the meaning of clause VII.1. as well as any damages.

10. The travel group shall receive group invoices from B&B which shall be provided to the Leader.

IX. Special terms applicable to dates of trade fairs and special events

1. B&B shall inform the Guest of the dates of trade fairs and special events at any time on request, however no later than on reservation. The following shall apply to dates of trade fairs and special events in derogation from, or in addition to, the above provisions:

2. For overnight accommodation only guaranteed reservations shall be permissible. However, simple reservations may not be made.

3. The Guest may cancel or change his/her reservation free of charges up to a point in time prior to the arrival date, whereas the point of time is specified in the terms of cancellation contained in the reservation confirmation. During the booking process, the Guest will also be notified of the terms of cancellation. Later cancellations and changes shall be permissible only with the consent of B&B. In this case, the overnight rate for the entire period of stay less 10% for saved expenditures shall be paid as the cancellation charge. The Guest shall be free to prove that B&B's saved expenditures are higher.

4. The overnight charges, including charges for additional services within the meaning of clause VII.1., shall be payable in advance, however, no later than the end of the last day when a cancellation free of charge is possible according to the aforementioned paragraph IX.3., or immediately if the reservation is made later in time – in either case irrespective of the date of invoicing. If no payment is made by the due date, B&B shall have the right to let out to someone else the Hotel Rooms reserved for the Guest (without prior notice to the Guest), without the Guest having any right to make any claims against B&B as a result.

X. Liability of B&B

1. B&B shall be liable for losses arising from injury to life, limb or health. B&B shall moreover be liable for other damages attributable to an intentional or grossly negligent breach of duty on the part of B&B or an intentional or negligent breach of material contractual duties of B&B. Material contractual duties are those duties enabling the proper performance of the Agreement in the first place and on whose fulfilment the Guest relies and may rely. Any breach by a legal representative or

vicarious agent of B&B shall be deemed equivalent to a breach by B&B itself. Any further-reaching claims for damages are excluded unless otherwise provided for in this clause X. This liability provision shall not cover claim grounds under data protection legislation.

2. In the event of any disruption to or defects in B&B's services, the Guest shall notify this to B&B without undue delay and/or report this to the local hotel staff. B&B shall endeavour to remedy the same on gaining knowledge or being notified thereof without undue delay by the Guest. The Guest shall have an obligation to make reasonable efforts to help remedy the disruption and to limit potential damage.

3. B&B shall also be liable for any claims which the Guest may have against B&B - for whatever legal reason - if such claim is caused by a culpable act or omission of B&B or its employees or if B&B or its employees have violated their supervisory duties with regard to third parties entering or leaving the hotel. This applies in particular to claims according to §§ 970 to 970c ABGB.

4. If the Guest is provided with a parking space in the garage or the car-park of the Hotel, even against payment, this shall not constitute the conclusion of a contract of bailment. If vehicles or the contents of vehicles parked or otherwise located on the Hotel premises are lost or damaged, the Hotel shall be liable only subject to the provisions of clause X.1.

5. The Hotel shall treat with any care messages, mail and consignment of goods for the Guests.

XI. Theft and damage

In the event of the theft of, or damage to, property or in the event of a fire, water damage or other damage to the Hotel Room, the Guest shall immediately inform the hotel staff and make all reasonable efforts to assist in the resolution of the theft or the remedying of the damage.

XII. Pets

The Guest must give advance notice when bringing dogs and cats (hereinafter "Pets") into the hotel; for any other animals inquiry must be made with B&B giving a precise description of the species, with B&B in all such cases being entitled to withhold its consent at all times and without being required to state any grounds. A maximum of one Pet per single room and two Pets per double room may be brought into the hotel. For any Pet brought into the hotel, an additional fee shall be paid whose level shall be notified by B&B to the Guest on his/her notification.

XIII. Termination of accommodation agreement

1. B&B shall have the right to rescind the accommodation agreement in the event the Guest should not, in full and on time, pay any amount owed in advance by him/her and/or provide any security deposit owed by him/her.

2. B&B shall be entitled to terminate the accommodation agreement in particular if the Guest, whilst staying at the hotel, should be under the influence of illegal drugs, use the Hotel Room for a commercial activity involving customer reception, use the Hotel Room for prostitution, repeatedly act offensively towards hotel staff or other hotel guests despite a warning.

XIV. Data Protection

1. The controller for processing of personal data ("**Data Processing**") is the legal entity named in the context of the reservation. The Guest can obtain further information from the data protection information available on the website and during the booking process. Contact details of the Data Protection Officer: Our Data Protection Officer can be contacted by the Guest by e-mail to datenschutz-austria@hotelbb.com, by telephone at +49 (0) 6146 9090-0 or using our postal address by adding the words "The Data Protection Officer".

2. If the Guest books a Hotel Room directly with B&B or through a third party provider (e.g. a hotel reservation portal), B&B shall process the Guest's personal data for the performance of an accommodation agreement including for performance of the hotel stay and payments transaction (in particular also for tracking use of the services of B&B, for check-in and for organising room access) in accordance with the provisions of the EU General Data Protection Regulation ("GDPR"), of the Data Protection Act (Datenschutzgesetz – "DSG") as well as of all other relevant provisions of law. The legal basis for this is provided by Article 6(1)(b) GDPR. The recipient of the personal data is B&B with which the accommodation agreement for the respective Hotel Room is entered into. Data shall be disclosed to third parties only within the scope of the legal requirements. We shall disclose such data only if this is required for the purposes of a contract pursuant to Article 6(1)(b) GDPR, if we are required to do so to comply with legal obligations (Article 6(1)(c) GDPR) or if we have a legitimate interest pursuant to Article 6(1)(f) GDPR in the efficient and effective management of our business operations. These include service providers which in the context of contract processing in accordance with data protection legislation pursuant to Article 28 GDPR among other things have been assigned responsibility for the technical operation of the booking systems or the performance of the accommodation contract in the Hotel. We have taken appropriate legal precautions as well as corresponding technical and organisational measures to ensure the protection of personal data pursuant to the applicable legal regulations. Data processing shall take place within the European Union. B&B shall not transmit any data to a third country (i.e. to a country outside the European Union (EU) or the European Economic Area (EEA)). When establishing and executing the contractual relationship, the Guest shall not be subjected to a decision based solely on automated processing, including profiling, pursuant to Article 22 GDPR, which produces legal effects concerning the Guest or similarly affects the Guest in a serious way.

3. The data stored with B&B shall be deleted as soon as they are no longer required for their intended purpose and the deletion is not prevented by any legal retention obligations. Retention obligations arise in particular for commercial and tax law reasons. According to the legal requirements, the retention shall last for a period of 7 years pursuant to section 212 Austrian Corporate Code (Unternehmensgesetzbuch – UGB) (booking records).

4. If B&B processes personal data of a Guest, the Guest is a data subject within the meaning of the GDPR and has the following rights: right to obtain information (Article 15 GDPR), right to rectification (Article 16 GDPR), right to erasure (Article 17 GDPR), right to restriction of processing (Article 18 GDPR), right to data portability (Article 20 GDPR) and right to object to the processing (Article 21 GDPR). Moreover, the Guest has the right to lodge a complaint with a data protection authority pursuant to Article 77 GDPR in conjunction with section 31 DSG. In the case of a request for information not made in writing, B&B may request the Guest to provide proof that the Guest is the person the Guest claims to be.

5. When using the online offering and the website relating to that offering, the Guest shall be referred to the privacy policy (active link) of B&B in respect of the nature, scope and purpose of the processing of personal data at www.hotel-bb.at/datenschutzbestimmungen.

XV. General provisions

1. Any changes and amendments to the accommodation agreement, the acceptance of offer or these General Terms and Conditions must be made in text form. Any unilateral changes or modifications on the part of the Guest shall be invalid.

2. The invalidity of one or more of the above provisions shall not affect the validity of the remaining provisions.

3. The laws of the Republic of Austria shall apply to the exclusion of the conflict rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4. The place of performance and payment and the exclusive place of jurisdiction in business transactions – also in the case of disputed cheques and bills of exchange – shall be the registered office of the hotel or, at B&B's election, of the court having

jurisdiction in commercial matters for the first district of Vienna.. However, B&B shall be entitled to bring judicial actions and other legal proceedings also at the Guest's general place of jurisdiction. In the event of disputes arising from a consumer transaction, the legally defined place of jurisdiction shall apply.

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