



## **General Terms and Conditions**

Johann Fesenmayr - Hotel Germania, Am Steinenbach 9, A-6900 Bregenz

Statutory requirement to provide information pursuant to Section 5, Sub-section 1 of the E-Commerce Law >>>

### **§ 1 Terms and Conditions**

The Austrian Hotel Contracting Terms (ÖHVB) are based on the present accommodation contract. Insofar as the following special agreements do not comply with the ÖHVB, they supersede the ÖHVB.

### **§ 2 Contracting partner**

(1) The accommodation establishment Family Johann Fesenmayr, Hotel Germania, Am Steinenbach 9, 6900 Bregenz hereinafter "hotel" or "accommodation establishment".

(2) In case of doubt the contractual partner of the hotel is the party who placed the order, even if the latter has placed the order on behalf of a third party.

### **§ 3 Conclusion of the contract**

1) The accommodation contract comes into force upon the hotel's acceptance of the guest's written or verbal application.

2) The contract based on these Terms and Conditions is concluded as soon as the room(s), space, premises or other services and deliveries rendered are ordered and confirmed.

### **§ 4 Arrival and departure**

1) Without prior written consent stating otherwise, check in time is not possible before 2:00 p.m. on the date of arrival and check out time is no later than 11:00 a.m. on the date of departure.

2) In case of a planned departure after 11:00 a.m., the guest must inform the reception, and insofar as the hotel consents, guests must pay half the room rate when checking out by 4 p.m., and the full rate when checking out after 4 p.m..

### **§ 5 Repudiation of accommodation contract**

(annulment/cancellation) 1) A cancellation is free of charge up to 24 hours prior to the arrival date. The full accommodation fee for the first night will be charged for cancellations after this deadline or for no-shows without prior cancellation. 2) This does not, however, apply for the Bregenz Festival season, trade fairs or other large events. In this case, cancellation is only free of charge if done at most 30 days prior to the arrival date. For cancellations less than 30 days prior to the arrival date or for no-shows without prior cancellation Hotel Germania will charge the full accommodation rate for the entire time that was booked. 3) All cancellations must be in writing.

### **§ 6 General provisions**

1) We reserve the right to correct mistakes as well as print and calculation errors.

2) Verbal agreements are only valid once they are confirmed in writing by the hotel.

3) If any of the above provisions should be deemed invalid or unenforceable, then this shall not affect the validity of the remaining terms. The invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the intention underlying the invalid or unenforceable provision.

4) You consent to your data being stored in our computer data base for internal purposes.

### **§ 7 Place of performance and jurisdiction**

The present accommodation contract is governed by Austrian law. Any disputes arising out of or relating to this contract shall be referred to the exclusive jurisdiction of the courts applicable to the accommodation establishment in Austria.