

GENERAL TERMS AND
CONDITIONS OF THE
HAGAN LODGE



1. APPLICABILITY

These General Terms & Conditions apply to all contracts pertaining to the relinquishment on a lease basis of our houses for lodging purposes, as well as to all services and deliveries performed by the Hagan Lodge on behalf of the guest. The customer's own Terms & Conditions only become applicable if this has been expressly stipulated in writing prior to the fact.

2. CONTRACTING PARTIES

In instances of doubt, the contracting partner of the lodging provider will constitute the ordering party, even if said party ordered or co-ordered on behalf of other persons expressly mentioned by name. If a third party has ordered on behalf of the guest, the third party is jointly liable with the guest for all obligations resulting from the contract.

3. CONCLUSION OF THE CONTRACT, DOWNPAYMENT

The lodging contract generally comes into effect upon the written or oral acceptance of the guest's order by the lodging provider. It may be stipulated that the guest will make a downpayment. The lodging provider may also demand advance payment of the entire stipulated remuneration. The stipulated price includes the prevailing Value Added Tax. If the time period between conclusion and performance of the contract exceeds 4 months and should the lodging provider raise the price generally assessed for these kinds of services, this can raise the contractually stipulated price correspondingly, though by no more than 5%.

4. BEGINNING AND END OF THE LODGING PERIOD

- a) The guest has the right to occupy the rented accommodations after 3 p.m. of the day which has been stipulated.
- b) The lodging provider has the right, in the event that the guest fails to appear by 6 p.m. of the stipulated arrival day, to rescind the contract, other than if a later arrival time has been agreed upon.
- c) If the guest has made a downpayment, however, then the accommodations will remain reserved until no later than 12 p.m. of the following day.
- d) If accommodations are initially occupied prior to 6 a.m., then the previous night will count as the first night of the stay.

- e) The rented accommodations must be vacated by the guest by 10 a.m. of the departure day.
- f) The guest has no right to demand provision of a specific lodge.
- g) Should the guest fail to vacate lodgings punctually on the stipulated departure day, the lodging provider may charge 50% of the full lodging price up to 6 p.m. and 100% of this price after 6 p.m. for said delay in vacating the accommodations and thus exceeding the time period for use which was contractually stipulated. However, the guest is permitted to present evidence that the lodging provider was caused either no or substantially less damage.

5. RESCISSION OF THE LODGING CONTRACT

Cost-free rescission of the contract requires the written consent of the lodging provider. Should this not occur, the price stipulated in the contract must still be paid, even if the guest has not availed him-/herself of the stipulated services, or if letting of the accommodations to other guests is no longer possible. With respect to accommodations of which the guest has failed to avail him-/herself, the lodging provider shall credit the guest with income obtained from potential re-letting to other guests, as well as for any related expenses which have been saved. However, the guest is permitted to present evidence that the lodging provider was caused either no or substantially less damage.

6. HOUSE RULES

Specific and separate reference is made to the House Rules; they constitute an integral component of this agreement.

7. PROVISION OF SUBSTITUTE ACCOMMODATIONS

- a) The lodging provider may offer the guest suitable substitute accommodations if this is reasonable with respect to the guest, especially if the change is negligible and factually justified.
- b) A factual justification would be, for example, if the accommodations had become unusable, if other guests already staying there had extended their stay, or if other operational measures demand this step.
- c) Any and all additional expenses for the substitute accommodations shall be at the cost of the lodging provider.

8. RIGHTS AND OBLIGATIONS OF THE GUEST

- a) By concluding a lodging contract, the guest acquires the right to customary use of the rented accommodations and the amenities of the lodging establishment which are normally available for guest use without special conditions.
- b) Upon completion of the lodging contract, the stipulated compensation must be paid. The lodging provider is not obligated to accept non-cash methods of payment such as checks, credit cards, vouchers etc.

- c) With regards to damages caused by the guest, the prevailing provisions of those laws governing payment of damages will apply. As a consequence, the guest is liable for all damages and detriments caused to the lodging provider or a third party due either to the guest's negligence or the negligence of the guest's companions or other persons for whom s/he is responsible, and remains so even if the damaged party is entitled to claim damages directly from the lodging provider.

9. RIGHTS AND OBLIGATIONS OF THE LODGING PROVIDER

- a) Should the guest refuse payment of the stipulated remuneration or should the guest be in arrears, in order to secure the outstanding amount due for lodgings as well as any of its expenses incurred due to the guest, the lodging establishment is entitled to confiscate items which have been brought in by the guest. (§ 970 c of the Austrian Civil Code [ABGB] pertaining to confiscation rights).
- b) In order to secure the stipulated remuneration, the lodging provider is in possession of the lien right with respect to items brought in by the guest (§ 1101 ABGB pertaining to the statutory lien rights of the lodging provider)
- c) The lodging provider is obligated to perform stipulated services to an extent appropriate to prevailing standards.
- d) The following constitute special services by the lodging provider which are not included in the lodging charges:

§ Provision of additional beds and/or children's cots/cribs

§ Special services which are billed separately (e.g. breakfast service, newspapers, telephone calls, FAX and Internet services, video etc.)

§ Cancellation charges (assessed according to actual use

§ Local taxes

10. LIABILITY OF THE LODGING PROVIDER

- a) The lodging provider is liable in keeping with the due diligence of a prudent business person for his/her obligations resulting from the contract, while claims by the customer for damages are excluded. The exception to this are those damages suffered by the guest which occur within the framework of the business and for which the business or its employees are responsible.
- b) The lodging provider is not liable to the guest if services are unable to be performed as a consequence of strikes or instances of force majeure.
- c) Liability with respect to vehicle parking spaces provided by the lodging provider is limited to the provisions of liability insurance covering such circumstances.
- d) In the event of uncompensated transportation of the guest by the lodging provider, liability is limited to the provisions of the automobile insurance policy with respect to personal and property damages.

- e) Liability for items brought by the guest. Furthermore, the lodging provider, as the custodian of items brought in by their accepted guests, is liable up to a maximum of € 1,100, in so far as the lodging provider fails to demonstrate that the damages were caused either by the provider himself or one of his employees, or by strangers passing in or out of the house.

11. PETS

- a) Pets may only be introduced into the lodging establishment by prior consent and upon payment of special compensation to said establishment.
- b) The guest is liable for damages caused by animals they have brought with them, as per applicable legal provisions pertaining to pet owners (§ 1320 ABGB).

12. EXTENSION OF THE LODGING PERIOD

Extension of the lodging period by the guest requires the agreement of the lodging provider.

13. COMPLETION OF THE LODGING PERIOD

- a) If the lodging contract was stipulated for a specific time period, the contract terminates on the date stipulated. Should the guest depart prematurely, the lodging provider is entitled to demand the full compensation which had originally been stipulated.
- b) The contract with the lodging provider will automatically terminate upon the death of the guest
- c) Should performance of the contract prove impossible due to an event deemed an instance of force majeure, then the contract will be dissolved.
- d) The lodging provider is entitled to dissolve the contract with immediate effect should the guest
 - i. Make considerable or harmful misuse of the accommodations or, through the guest's inconsiderate, offensive or other grossly inappropriate behaviour, spoil the stay of fellow guests, or make themselves guilty of a punishable act towards the lodging provider or one of his people or another person residing at the lodging establishment with respect to property, morality or physical safety;
 - ii. Be afflicted by an infectious disease, or by one which extends beyond the duration of the lodging agreement, or should the guest be in need of medical care;
 - iii. Fail to pay the bill presented to him in a timely fashion

14. PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

Place of performance is the place where the lodging establishment is located. For all contracting parties of the lodging establishment and any potential related legal disputes, the competent court for 1010 Vienna shall be stipulated, in so far

as no compelling legal provisions prohibit this. Only Austrian law will apply and to the exclusion of conflict-resolution laws which prescribe application of other legal statutes.

15. FINAL PROVISIONS

Should any individual provisions of these General Terms & Conditions pertaining to the conclusion of lodging contracts be rendered void, this in no way affects the validity of the remaining provisions. The right is reserved to amend any errors such as misprints or miscalculations. Instead of the invalid provision, a stipulation will apply which comes as close as possible to the original intent. Any variance from these provisions or side issues must be addressed in writing.