



GENERAL TERMS & CONDITIONS

HOTEL SCHANI WIEN

1. Scope

These General Terms & Conditions encompass all accommodation contracts concluded between Hotel Schani Wien GmbH ("Hotel Schani Wien") and third parties ("Guest"), as well as any other services and supplies provided by Hotel Schani Wien. Guests are reminded that reservation numbers given to them by third parties (e.g. internet portals) may differ from the reservation or booking numbers given by Hotel Schani Wien. Any offers by Hotel Schani Wien relating to the conclusion of an accommodation contract are subject to change and are non-binding.

2. Reservations/Resale

An accommodation contract is concluded upon the acceptance of a reservation made by the Guest. This agreement in the form of a reservation of rooms is binding for both parties. A reservation for rooms that have been booked, but not paid for yet, is valid until 6:00 p.m. on the day of arrival. Guests are not entitled to a specific room.

Hotel Schani Wien reserves the right to rent out booked rooms to other guests, should the reservation have expired or have been cancelled. The Guest receives a binding reservation or booking number from Hotel Schani Wien, but not necessarily a separate, written confirmation of the reservation.

The resale or subletting of reserved rooms of any kind is prohibited. In particular, the reselling of individual rooms or room contingents to third parties at a higher price than the actual hotel price is not permitted. In addition, the transfer or sale of rights vis-a-vis Hotel Schani Wien is also prohibited. In such cases, Hotel Schani Wien is entitled to cancel the reservation, especially if the Guest has given false information to a third party on the nature of the reservation and/or payment during the course of the resale/transfer. Any other use of our hotel rooms than for accommodation is expressly prohibited.

Reservations of more than nine rooms are subject to Hotel Schani Wien group regulations. A separate accommodation contract including special regulations for cancellation and terms of payment (deposit) must be concluded with Hotel Schani Wien for such reservations. Hotel Schani Wien reserves the right to refuse or cancel group reservations not subject to such group accommodation contracts.

3. Prepaid Reservations, Cancellations and Changes

The Guest must provide a valid credit card or select an alternative payment method provided by Hotel Schani Wien on its electronic sales channels at the time the reservation is made for the reservation to be valid. Hotel Schani Wien is entitled to check the details provided by the Guest for validity and carry out a pre-authorisation check for the credit card or alternative payment method. If booking a non-refundable rate, the full amount of the stay will be charged to the Guest's credit card or any alternative payment method selected at the time of the reservation. Non-refundable reservations cannot be cancelled, changed or refunded. If a credit card cannot be charged, Hotel Schani Wien reserves the right to cancel the reservation in question. As a result, the Guest's right to use the room shall be void.

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When booking a flexible rate, the full amount for the stay will be pre-authorized to the credit card provided by the Guest for the reservation. A flexible rate reservation can be cancelled or changed free of charge until 6:00 p.m. one day before the day of arrival. For any changes to the reservation made after 6:00 p.m. on the day before the day of arrival, an extra charge of 30.00 euros per room will be added, if the desired alternative date is available. Should the daily rates for the new period be higher than those of the original reservation, the Guest will have to pay the price difference. If the desired alternative date is not available, it is not possible to change the reservation.

The credit card will be charged with the full amount for the stay, including any additional services that were booked in advance, on the day before arrival. In the event the credit card cannot be charged, Hotel Schani Wien reserves the right to cancel the reservation. This will void the Guest's right to use the room. If the Guest does not appear on the date of arrival (no show), the full amount for the first night will be charged and the Guest's right to use the hotel room will become void. Hotel Schani Wien reserves the right to cancel reservations at any time. Any damage claims resulting from such cancellations are limited to the total accommodation price for the period of the reservation.

4. Registration Form and Transfer of Personal Data

Under the Austrian Registration Act, Guests are obliged to provide their personal data and any additional information relevant for registration truthfully and in advance via the electronic online registration portals provided by Hotel Schani Wien.

5. Taxes, Charges and Duties

The valid prices are total gross prices and include all official taxes, charges and duties. In case of changes in the present rates of taxes, charges and/or duties, as well as the introduction of new taxes, charges and/or duties unknown to the parties at the time the contract is concluded, Hotel Schani reserves the right to adjust its prices accordingly. Accommodation prices are listed per room and night.

6. Payment Methods

Valid methods of payment for accommodation are Master Card, Visa Card, Diners Card and American Express in euros, as well as any alternative payment methods in euros listed on the Hotel Schani Wien website. The provision of services against later payment is only possible with Hotel Schani's prior consent. Valid methods of payment for food and drink consumed on site, as well as for other goods and services provided by Hotel Schani Wien, are cash in euros, EC card, Master Card, Visa Card, Diners Card and American Express in euros.

7. Use of Reserved Rooms

Reserved rooms can be used by our Guests from 3:00 p.m. of the day of arrival until 12:00 noon of the day of departure. Guests must leave and return the undamaged room by 12:00 noon on the day of their departure at the latest. In the event that the Guest does not return the hotel room by 12:00 noon on the day of departure, he or she will owe Hotel Schani Wien lump-sum compensation equivalent to 100% of the price of an overnight stay in this room. The Guest may provide evidence that any loss or reduction in value on part of Hotel Schani Wien caused by the late return of the hotel room is non-existent or significantly lower than the lump-sum compensation. Furthermore, Hotel Schani Wien reserves the right to have the room cleared by its staff and to store all the Guest's belongings left in the hotel room in the event the Guest returns the room late or not at all. Hotel Schani Wien is not liable for any objects stored in this manner that exceed the liabilities defined in the provision for liabilities under these General Terms & Conditions (8.).



8. Hotel Schani Wien's Liability for Guest's Property

Hotel Schani Wien shall be liable for the Guest's property according to Articles 970ff of the Austrian Civil Law Code. Hotel Schani Wien shall only accept liability, if the Guest's property has been handed to Hotel Schani Wien or its authorised staff or stored at a designated place by them. Where Hotel Schani Wien fails to prove otherwise, it is liable for its own fault and that of its staff, as well as for strangers entering and leaving the facilities. In accordance with § 970 ff.1 ABGB (Austrian Civil Code), Hotel Schani is liable for a maximum amount as stated in the Federal Law dated 16th November 1921 on the liability of proprietors and other commercial entrepreneurs, as amended. Hotel Schani Wien shall not assume any liability in the event that the contract party or Guest does not follow Hotel Schani Wien's request to deposit his or her property at the designated storage place without delay. The maximum amount of any potential liability is limited to the Hotel's indemnity insurance limit. Any fault by Hotel Schani Wien and/or the Guest shall be taken into consideration.

Hotel Schani Wien shall not assume liability for slight negligence. Where the Guest is a business, gross negligence shall also be excluded. In this case, the Guest shall provide evidence for any fault on the part of Hotel Schani Wien. In any case, direct or indirect damages, as well as lost profits arising from any such fault shall not be compensated.

Hotel Schani Wien shall be liable for the loss of/damage to valuables, money and securities up to a maximum of EUR 550.00. Hotel Schani Wien shall only be liable for damages exceeding this amount in the event that it has taken any such items knowing about their nature and condition into its safekeeping or if the damage was caused by the Hotel or any of its staff members. Limited liability shall apply in accordance with the paragraphs above.

In the event of faults or shortcomings with regards to services of Hotel Schani Wien, the hotel will immediately act to remedy any such fault or shortcoming upon knowledge thereof or upon the Guest's objection. The Guest is obliged to contribute to a reasonable degree to rectify the fault and keep the damage to a minimum. Moreover, the Guest shall be obliged to inform Hotel Schani about the possibility of a considerably higher degree of damage as soon as possible.

The Guest shall use the hotel room with due care. Children under the age of 14 years shall be supervised during their stay at the hotel by an adult guest at all times. The Guest shall be made liable for any direct damage and/or resulting damage caused by him or her. This includes – even if caused by slight negligence – any soiling and dirt exceeding the norm, as well as any damage and costs arising from setting off the fire alarm without proper reason.

The provision of a parking space in the hotel garage/car park to a Guest, even for a fee, does not conclude a storage contract. Hotel Schani Wien has no monitoring obligation. Hotel Schani Wien is liable for any damage according to the regulations specified in paragraph 1 of this provision. The Guest shall inform the hotel immediately of any (visible) damage or at the latest before leaving the car park/hotel garage. Hotel Schani Wien is not liable for any damage caused by other guests or third parties.

9. Brought-in Food and Drink

Hotel Schani Wien allows eating brought-in food or ordered dishes in the hotel. Brought-in beverages in the hotel's public area are prohibited, as drinks can be ordered at the hotel bar. Breakfast is available in the appropriate public areas (bar, lounge). Taking away parts of the breakfast provided is not possible. Cooking in the guest rooms is prohibited.



10. Non-Smoking Hotel

Hotel Schani Wien is a non-smoking hotel. As a result, smoking is prohibited in the public areas of the hotel and the guest rooms. In the event that the hotel's non-smoking policy is infringed, Hotel Schani Wien is entitled to claim damages for additional cleaning costs, including potential losses caused by a blocked room in the amount of EUR 150.00. This amount can be adjusted accordingly, if Hotel Schani Wien can prove that the damage caused is higher than this amount or the Guest can provide evidence that it is lower.

11. Pets

Bringing pets to the hotel requires the prior consent of Hotel Schani Wien. Guests are obliged to inform the hotel of their wish to bring a pet in advance. Should Hotel Schani Wien agree to the bringing of a pet, this consent is only given under the premise that the pet is under the Guest's permanent supervision, in full health and poses no threat to other hotel guests or staff in any way. Pets are not allowed in the breakfast area and the lounge. There is a charge of EUR 15.00 per pet and night. Guide or hearing dogs (e.g. for the visually impaired or hard of hearing) and similar service dogs are exempt from this regulation. They can accompany their owners at any time and free of charge.

12. Domestic Authority

Hotel Schani Wien reserves the right to evict guests from its premises. This will be the case, if the guest does not follow the orders given by the hotel's staff, behaves in a discriminating manner, harasses other guests or puts them in danger.

13. Closing Provisions

Should one or several provisions in the accommodation contract and the General Terms & Conditions conflict with one another, the provisions of the accommodation contract shall be deemed as valid. The accommodation contract and the General Terms & Conditions include all agreements made by the parties on the contract object. There are no verbal side agreements to the accommodation contract. Any changes or amendments to the contract must be in writing. Any declarations and notifications that have to be provided as part of the accommodation contract and the General Terms & Conditions must be in written form, unless it is clearly stated otherwise. Hotel Schani Wien is entitled to transfer any rights or claims arising from the accommodation contract to third parties. Hotel Schani Wien is also entitled to have third parties fulfill any duties arising from or in context with the accommodation contract.

Should one or several provisions of the General Terms & Conditions be invalid or conflict with existing Austrian Law, any remaining provisions shall be unaffected. The invalid provision or provisions shall be replaced by a new provision which reflects the will of both parties the best. The accommodation contract is subject to Austrian Law and the UN Convention on Contracts for the International Sale of Goods. Any additions and amendments to the contract and/or the General Terms & Conditions shall be made in written form. Additions and amendments made by the Guest without the consent of the hotel are ineffective.

Vienna shall be the court of jurisdiction for all disputes between the parties arising from this contract.

