



Monarchia Park Betriebs GmbH.

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<p>Contractual Relationship</p> <p>Contracting parties are the Lessor (Host) on the one hand, and the Guest on the other. Guest is the person who turns to the Lessor with reservation request. Present confirmation has been created on the basis of the guest's written or phone reservation. A bilaterally binding Contract for Accommodation comes into existence as soon as the Lessor prepares the confirmation of the reservation. As part of the Contract for Accommodation, Lessor shall prepare the guest room, while the Guest is obliged to pay for it.</p> <p>Down Payment</p> <p>Guest shall pay the 30% of the accommodation fee by bank transfer to the Lessor within 14 days after receiving the booking confirmation. The rest of the accommodation fee shall be transferred by the Guest 14 days before the arrival at the latest. If the Contract for Accommodation is concluded less than 14 days before the Guest's arrival, Guest shall transfer the whole amount of the accommodation fee to the Lessor immediately. Should the Guest fails to make the payment, does not perform it completely or on time, Lessor may unilaterally withdraw the Contract for Accommodation with immediate effect.</p> <p>Arrival and Departure</p> <p>Reserved guest rooms are available for the Guest from 4 p.m. on the arrival day until 10 a.m. on the day of departure. Should the Guest arrives later than 7 p.m. on the arrival day, Guest shall inform the Lessor thereof, otherwise the reservation may be cancelled by the Lessor. Late arrival after 7 p.m. is possible only upon prior notification; in such a case the formal hotel check-in may take place in the morning of the following day.</p> <p>Accommodation Fees</p> <p>Accommodation fees are determined on the basis of the price list valid at the time of reservation; the actual list can be viewed on the website of Monarchia Park. If statutory VAT is charged, it will be included in the accommodation fee. Any increase in VAT by the legislature after completion of the Contract for Accommodation is borne by the Guest. Local, resort or tourist tax (Taxe) will be charged to the Guest in the prevailing measure at the time of performance, which amount has to be paid by the Guest additionally.</p> <p>Terms of Payment</p> <p>Restaurant consumptions and additional services used by the Guest shall be compensated at the reception before the departure, at the latest. In addition, Lessor shall be entitled to settle accounts during the Guest's stay. In case of default in payment, Lessor is entitled to charge interest at the rate of 4% above the discount rate of the Austrian National Bank. This does not refer to enforcement of higher late payment damage. The measure of default interest for contracts concluded with consumers is 5% according to the Consumer Protection Act. Furthermore, in case of accommodation contracts concluded with consumers, 5 EUR reminder fee shall be paid, without exception, for the extrajudicial warnings caused by delay.</p> <p>Withdrawal and Termination</p> <p>In case of force majeure and other occasions occurred not by the Lessor's fault, especially reasons outside the control and influence of the Lessor, Lessor reserves the right to withdraw from the contract without the Guest should be entitled to compensation.</p>	<p>The following cancellation policy shall apply in the event of termination of the Contract for Accommodation by the Guest:</p> <p>40% of the accommodation fee shall be paid in case of withdrawal 35-21 days before the arrival, 75% of the accommodation fee shall be paid in case of withdrawal 20-11 days before the arrival, and 100% of the accommodation fee shall be paid if the withdrawal happens from the 10th day prior to the arrival until the day of travelling, and in case of non-commencement of the journey or early, untimely departure.</p> <p>Guest's Obligations</p> <p>As soon as the guest room key is handed over to the Guest, a deposit in amount of 100.-EUR (Type A) or 200.-EUR (Type B) shall be paid by the Guest at the reception. Such deposit shall be refunded to the Guest at the departure - after deduction of any possible expenses. Guest rooms may be occupied only by the registered guests (Type A: max 4 adults and 2 children or babies; Type B: max 8 adults and 2 children or babies). Any person accommodated additionally by the Guest may be arbitrary ordered by the hotel staff to leave the hotel, or allowed inside against payment of additional aliquot accommodation fee. Guest rooms shall be used with care. Guest shall respect the neighbours. Guest is responsible for cleaning of kitchen equipment, utensils, tableware, dishes and cutlery; it is not included in the agreed final cleaning. If cleaning of the kitchen utensils are carried out by the Lessor's staff, Guest shall pay additional fee in amount of 15 EUR. Should the Guest causes any damage, Lessor shall be immediately reported (at the reception).</p> <p>Guest may complaint immediately and directly at the reception. Additional, subsequent complaints - especially those after departure - will be refused and rejected by the Lessor. In case of default in timely claim, any kind of demand is excluded.</p> <p>Responsibility</p> <p>Lessor is liable for items brought in only to the statutory maximum limit prescribed by the law. Safekeeping of valuables, money and securities may be refused by the Lessor if these objects are significantly more valuable than those ones the guests of the hotel usually place for safekeeping. Valuables of any kind shall be placed and closed into the safe of the room or (on request) of the hotel, excluding the liability of the Lessor at the same time. Lost and fund property may be sent and forwarded only at the risk and expense of the Guest. After a one-year retention period, Lessor may freely dispose over the found object; the Guest's right to such found object is terminated after one year. Lessor is liable for any property damages suffered by the Guest only if the damage occurred in the context of the operation, or by the fault of the Lessor or its employees. If parking space is provided for the Guest, this will not constitute a guarding contract. Lessor has no guarding and monitoring obligation. Lessor is liable for any damage to motor vehicles of the Guest only if such damage is resulted from an existing defect of the parking space, or it can be proven that it has been caused intentionally or negligently by the hotel or an employee of the Lessor while performing the service.</p> <p>General Information</p> <p>Prior written permission by the Lessor is required for using the guest room for the purpose of sublet or transfer, or using it for other than residential purposes.</p> <p>Consent of the Lessor is needed for the extension of the Guest's stay.</p> <p>All disputes arising from the Contract for Accommodation shall be governed by the jurisdiction of the local court of the Lessor.</p>
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