

General terms and conditions

Spa Therme Blumau Betriebs GmbH

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Authoritative language version

These legal documents are drafted in German. The English versions are provided solely for ease of understanding. In the event of any discrepancy or inconsistency between the German version and any translation, the German version shall prevail.

§ 1 Scope of Application

1.1 These General Terms and Conditions shall govern the mutual rights and obligations of the Proprietor and the Guest.

1.2 These General Terms and Conditions shall not affect the right to enter into special agreements. Where a special agreement entered into with the Guest conflicts with these General Terms and Conditions, such special agreement shall prevail over these General Terms and Conditions. All provisions of these General Terms and Conditions not affected by the special agreement shall remain in full force and effect.

§ 2 Definitions

2.1 Definitions:

“Proprietor”: means an individual or legal entity that accommodates Guests against remuneration.

“Guest”: means an individual who uses accommodation. The Guest is usually also the Party. Persons travelling with the Party, such as family members, friends, etc., shall also be deemed Guests.

“Party”: means an individual or legal entity, whether domestic or foreign, that enters into an Accommodation Agreement as a Guest or on behalf of a Guest.

“Consumer” and “Entrepreneur”: these terms shall be construed in accordance with the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG).

“Accommodation Agreement”: means the agreement entered into between the Proprietor and the Party, the contents of which are specified in greater detail below.

§ 3 Execution of the Agreement – Down Payment – Individual Guest – Group

3.1 The Accommodation Agreement shall be deemed entered into upon acceptance of the Party's booking by the Proprietor. Such acceptance may take place either orally or electronically. Declarations shall be deemed received when the party to whom they are addressed is able to retrieve them under normal circumstances, provided that receipt takes place during the published business hours of the Proprietor.

3.2 The Proprietor shall be entitled to enter into the Accommodation Agreement, as well as an agreement for the provision of event and/or seminar rooms, subject to the condition that the Party makes a down payment. In such case, the Proprietor shall inform the Party of the required down payment before accepting the Party's written or oral booking. If the Party agrees to make the down payment, whether in writing or orally, the Accommodation Agreement shall be deemed entered into upon receipt by the Proprietor of the Party's declaration of consent to payment of the down payment.

3.3 If the Party is an individual Guest (not part of a group) and the booking exceeds 5 nights, the Party shall be obliged to make the down payment no later than 10 days before the commencement of the accommodation, with the payment being received by the Proprietor within this period.

If a group of 15 or more persons is booked by the Party, the Party shall be obliged to make the down payment no later than 3 weeks before the commencement of the accommodation, with the payment being received by the Proprietor within this period.

Alternatively, a valid credit card may be provided as security. The costs of the financial transaction, such as bank transfer fees, shall be borne by the Party. Credit and debit cards shall be subject to the respective terms and conditions of the card companies.

3.4 The down payment shall constitute a partial payment of the agreed remuneration.

§ 4 Start and End of Accommodation

4.1 Unless the Proprietor offers a different time of occupancy, the Party shall be entitled to occupy the rented rooms from 4.00 p.m. on the agreed date ("date of arrival").

4.2 If a room is occupied for the first time before 6.00 a.m., the preceding night shall be deemed the first night of accommodation.

4.3 The rented rooms shall be vacated by the Party by 11.00 a.m. on the date of departure. The Proprietor shall be entitled to charge for an additional day if the rented rooms are not vacated in due time.

§ 5 Rescission of the Accommodation Agreement – Cancellation Fee

Rescission by the Proprietor

5.1 If the Accommodation Agreement provides for a down payment and such down payment has not been made by the Party in time, the Proprietor may rescind the Accommodation Agreement without granting any grace period.

5.2 If the Guest fails to arrive by 4.00 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to provide accommodation unless a later time of arrival has been agreed upon.

5.3 If the Party has made a down payment (see § 3), the rooms shall remain reserved until no later than 11.00 a.m. on the day following the agreed date of arrival. If payment in advance has been made for more than five days, the obligation to provide accommodation shall end at 4.00 p.m. on the fifth day, with the date of arrival being deemed the first day, unless the Guest informs the Proprietor of a later date of arrival.

5.4 Unless otherwise agreed, the Proprietor may rescind the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration no later than 3 months before the Party's agreed date of arrival.

Rescission by the Party – Cancellation Fee

5.5 The Party may rescind the Accommodation Agreement by means of a unilateral declaration no later than 8 weeks before the Guest's agreed arrival date without being liable to pay a cancellation fee.

5.6 Outside the period specified in 5.5, the Party may only rescind the Accommodation Agreement by means of a unilateral declaration subject to the following cancellation fees:

- Up to 8 weeks before arrival: no cancellation fee
- Up to 4 weeks before arrival: 20% cancellation fee of the order value
- Up to 3 weeks before arrival: 50% cancellation fee of the order value
- Up to 2 weeks before arrival: 70% cancellation fee of the order value
- Up to 1 week before arrival: 90% cancellation fee of the order value
- On the date of arrival: 100% cancellation fee of the order value

Prevention from Arrival

5.7 If the Party is unable to arrive at the accommodating establishment on the date of arrival because unforeseeable extraordinary circumstances, such as extreme snowfall, floods, etc., make all means of arrival impossible, the Party shall not be obliged to pay the agreed remuneration for the days of arrival. However, the Party shall be obliged to inform the Proprietor of the occurrence of such event without undue delay, insofar as possible.

5.8 The obligation to pay the remuneration for the booked stay shall revive as soon as arrival becomes possible again, provided that arrival becomes possible within three days.

5.9 Treatments, including massage and beauty treatments and therapeutic treatments, may be cancelled by the Party by means of a unilateral declaration without payment of a cancellation fee up to 24 hours before the agreed appointment. After this time, the treatment shall be payable in full.

5.10 Event and/or seminar rooms booked by the Party may be cancelled by the Party by means of a unilateral declaration, with the cancellation provisions set out in §§ 5.5 and 5.6 applying mutatis mutandis.

Third-party services ordered on behalf of the Party, such as special presentation equipment, catering, etc., shall be paid for by the Party following cancellation to the extent that the Proprietor is required to pay costs or remuneration to the respective third party. The Proprietor shall, however, endeavour to cancel such third-party services with the respective third party within 5 calendar days following cancellation by the Party.

§ 6 Provision of Substitute Accommodation

Any additional expenses arising from substitute accommodation shall be borne by the Proprietor.

§ 7 Rights of the Party

7.1 By entering into an Accommodation Agreement, the Party shall acquire the right to make normal use of the rented rooms and of the facilities of the accommodating establishment that are normally accessible to Guests without any special conditions, as well as the right to receive the usual services.

7.2 The Party shall exercise its rights in accordance with any applicable bathing regulations and safety regulations and shall furthermore comply with the regulations requested by the Host/Proprietor as set out in the current printed materials and notices.

The bathing regulations form an integral part of these General Terms and Conditions. The guest agrees to comply with the safety and usage rules set out therein.

The detailed and legally binding bathing regulations of the accommodation provider, applicable to the entire bathing, thermal spa and sauna area, can be accessed by the contractual partner at any time at the following link:

<https://www.blumau.com/bathing-regulations>

§ 8 Obligations of the Party

8.1 Unless another method of payment has been contractually agreed, the Party shall be required to present a valid credit card at check-in, which shall serve as security for payment. Alternatively, the Party may make a down payment by bank transfer prior to arrival in an amount specified by the Proprietor.

8.2 The Proprietor shall not be obliged to grant any refund or reduction to the Party for agreed services that have not been used.

8.3 Subletting or re-letting the rooms provided to the Party to third parties, as well as using such rooms for purposes other than accommodation, shall require the Proprietor's prior written consent.

8.4 The Party shall be obliged to pay the agreed remuneration, together with any additional amounts arising from separate services used by the Party and/or the accompanying Guests, plus statutory VAT, no later than the date of departure.

Payment may be made in cash, by Maestro (debit card) or by the following credit cards: American Express, Mastercard, Diners Club, VISA and V Pay.

Payment with vouchers issued and/or accepted by the Proprietor shall be deemed equivalent to payment in cash.

The use of my rognér® vouchers must be declared upon arrival. The terms and conditions of use of the my rognér® platform shall also apply.

Vouchers issued for a specific service are valid only for that service. The Proprietor shall not be obliged to pay out any remaining balance.

8.5 The Proprietor shall not be obliged to accept foreign currencies. If the Proprietor accepts foreign currencies in individual cases, such currencies shall be accepted at the applicable daily exchange rate. The Party shall bear all costs associated therewith, including, but not limited to, inquiries with credit card companies, exchange fees, telegrams, etc.

8.6 The Party shall be liable towards the Proprietor for any damage caused by the Party, the Guest or any other persons who, with the knowledge or consent of the Party, receive services from the Proprietor.

§ 9 Rights of the Proprietor

9.1 If the Party refuses to pay the agreed remuneration or is in arrears with such payment, the Proprietor shall be entitled to exercise the statutory right of retention pursuant to § 970c ABGB (Austrian Civil Code) and the statutory right of lien pursuant to § 1101 ABGB over items brought into the establishment by the Party or the Guest. The Proprietor shall also be entitled to exercise such right of retention or lien to secure its claims arising from the Accommodation Agreement, in particular for catering, other expenses incurred on behalf of the Party and any claims for damages of any kind.

9.2 If room service is requested in the Party's room or at unusual times, i.e. after 8.00 p.m. and before 6.00 a.m., the accommodating establishment shall be entitled to charge a special fee for such service, the amount of which shall be communicated to the Party before the service is provided. The Proprietor may also refuse such services for operational reasons.

9.3 The Proprietor shall be entitled to issue invoices or interim invoices for its services at any time.

§ 10 Obligations of the Proprietor

10.1 The Proprietor shall be obliged to provide the agreed services to an extent corresponding to its standards.

10.2 Special services of the Proprietor that are subject to separate price disclosure and are not included in the accommodation fee shall be paid for separately.

§ 11 Liability of the Proprietor for Damage to Items Brought into the Establishment

11.1 The Proprietor shall be liable for items brought into the establishment by the Party in accordance with §§ 970 et seq. ABGB. The Proprietor shall only be liable if the items have been handed over to the Proprietor or persons authorised by the Proprietor or have been brought to a place designated or intended for this purpose by such persons. Unless the Proprietor is able to provide evidence to the contrary, the Proprietor shall be liable for its own fault or the fault of its employees, as well as persons entering or leaving the establishment. Pursuant to § 970 para. 1 ABGB, the Proprietor's liability shall be limited to the amount specified in the Federal Act of 16 November 1921 on the liability of innkeepers and other entrepreneurs (Bundesgesetz über die Haftung der Gastwirte und anderer Unternehmer), as amended from time to time. If the Party or Guest fails to comply without undue delay with the Proprietor's request to deposit their belongings at a designated place of safekeeping, the Proprietor shall be released from any liability. The amount of any liability of the Proprietor shall in all cases be limited to a maximum of the sum insured under the respective Proprietor's liability insurance. Any contributory fault of the Party or Guest shall be taken into account.

11.2 The Proprietor shall only be liable for valuables, money and securities up to the amount of currently EUR 550. The Proprietor shall only be liable for damage exceeding this amount if it has accepted such items for safekeeping knowing their nature and value, or if the damage was caused by the Proprietor itself or one of its employees or agents. The limitation of liability pursuant to § 12.1 shall apply accordingly.

11.3 The Proprietor may refuse to accept valuables, money and securities for safekeeping if such items are significantly more valuable than those ordinarily deposited for safekeeping by Guests of the respective accommodating establishment.

11.4 Garage Use

The Proprietor shall furthermore not be liable for damage caused directly or indirectly by force majeure.

The Party shall be obliged to properly secure and lock the vehicle parked in the garage and to leave the garage without undue delay thereafter.

Any damage to garage facilities or other vehicles caused by the Party shall be reported to the Proprietor without undue delay and before leaving the garage. The same shall apply to any damage identified on the Party's own vehicle.

The vehicle shall be parked within the designated parking spaces in such a manner that third parties are neither obstructed nor unauthorised parking spaces are used, such as disabled parking spaces or other reserved parking spaces.

In the event that:

- a vehicle is parked in a manner obstructing traffic, in particular where towing would be justified under the Austrian Road Traffic Regulations (StVO);
- a vehicle is parked entirely outside a marked parking space; or
- a vehicle occupies more than one marked parking space,

the Proprietor shall be entitled to move the vehicle to an appropriate parking space, to secure the vehicle in such a manner that it can no longer be driven away by the Party without the involvement of the Proprietor, and to charge the resulting costs to the Party.

§ 12 Limitations of Liability

12.1 12.1 If the contracting party is an entrepreneur, the Hotelier shall not be liable for slight negligence or ordinary gross negligence. In such case, the burden of proof regarding the existence of fault shall lie with the Party. Consequential, non-material or indirect damage, as well as loss of profit, shall not be compensated.

In any event, the damage to be compensated shall be limited to the amount of the reliance interest (Vertrauensinteresse).

§ 13 Animals

13.1 Animals may only be brought into the accommodating establishment with the prior consent of the Proprietor and, where applicable, against payment of an additional fee.

13.2 The Party bringing an animal into the establishment shall be obliged to properly keep and/or supervise the animal during their stay or to have the animal kept and/or supervised at their own expense by an appropriate third party.

13.3 The Party and/or Guest bringing an animal into the establishment shall have appropriate animal liability insurance and/or personal liability insurance covering any potential damage caused by animals. Evidence of such insurance shall be provided to the Proprietor upon request.

13.4 The Party and/or their insurer shall be jointly and severally liable towards the Proprietor for any damage caused by animals brought into the establishment. Such damage shall in particular include any compensation that the Proprietor is required to pay to third parties.

13.5 Animals shall not be permitted in the lounges, function rooms, restaurant areas or wellness areas. Access shall only be permitted to those areas currently designated as accessible to animals on site.

§ 14 Prolongation of the Accommodation

14.1 The Party shall have no entitlement to an extension of their stay. If the Party informs the Proprietor in due time of their wish to extend their stay, the Proprietor may agree to extend the Accommodation Agreement. This shall also apply to an extension of Day Use (day room from 11.00 a.m. to 9.00 p.m.). The Proprietor shall have no obligation to agree to such extension.

14.2 If the Party is prevented from leaving the accommodating establishment on the date of departure since all ways of travel are blocked or unusable due to unforeseeable extraordinary events (e.g. extreme snowfall, floods etc.), the Accommodation Agreement shall automatically be renewed for the duration of such prevention from departure. The remuneration to be paid for this period may only be reduced if the Party is unable to fully use the offered services of the accommodating establishment due to the extraordinary weather conditions. The Proprietor shall be entitled to charge as a minimum the remuneration corresponding to the price usually charged in the low season.

§ 15 Termination of the Accommodation Agreement – Early Termination

15.1 If the Accommodation Agreement has been entered into for a definite period, it shall end upon expiry of such period.

15.2 Upon the death of a Guest, the Accommodation Agreement with the Proprietor shall end.

15.3 If the Accommodation Agreement has been entered into for an indefinite period, either Party may terminate the Agreement by 11.00 a.m. on the third day preceding the intended end of the Agreement.

15.4 The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect for good cause, in particular if the Party and/or Guest:

a) makes substantially detrimental use of the rooms or, through their reckless, offensive or otherwise grossly inappropriate conduct, makes continued cohabitation with the other Guests, the owner, the owner's employees or third parties staying at the accommodating establishment intolerable, or commits a criminal offence against property, morality or physical safety against any of these persons;

b) suffers from a contagious disease or a disease whose duration extends beyond the agreed accommodation period, or otherwise becomes in need of care;

c) fails to pay invoices presented to them when due within a reasonable period specified for payment (3 days).

15.5 If performance of the Agreement becomes impossible due to an event qualifying as force majeure, such as natural disasters, strikes, lockouts, official orders, etc., the Proprietor may terminate the Accommodation Agreement at any time without observing a notice period, unless the Agreement has already been terminated by operation of law or the Proprietor has been released from its obligation to provide accommodation.

Any claims for damages or other claims of the Party shall be excluded.

§ 16 Sickness or Death of the Guest

16.1 If a Guest becomes ill during their stay at the accommodating establishment, the Proprietor shall arrange for medical care at the Guest's request.

In the event of imminent danger, the Proprietor shall arrange for medical care even without a specific request by the Guest, in particular where this is necessary and the Guest is unable to arrange such care themselves.

16.2 As long as the Guest is unable to make decisions or the Guest's relatives cannot be contacted, the Proprietor shall arrange for medical treatment at the Guest's expense.

The scope of these care measures shall end when the Guest becomes capable of making decisions or when the Guest's relatives have been informed of the illness.

16.3 The Proprietor shall have claims for reimbursement against the Party and the Guest, or, in the event of death, against their legal successors, in particular for the following costs:

- a) outstanding medical costs, costs for medical transport, medication and medical aids;
- b) necessary room disinfection;
- c) laundry, bed linen and bedding that have become unusable, or alternatively the costs of disinfecting or thoroughly cleaning such items;
- d) restoration of walls, furnishings, carpets, etc., insofar as these have been contaminated or damaged in connection with the illness or death;
- e) room rent insofar as the room has been used by the Guest, plus any additional days during which the room cannot be used due to disinfection, clearance or similar measures;
- f) any other damage incurred by the Proprietor.

§ 17 Data Protection

17.1 Personal data disclosed by the Party to the Proprietor for the purpose of performing the Agreement shall be processed pursuant to Article 6(1) of the EU General Data Protection Regulation ("GDPR") on the legal basis of performance of the Agreement.

Processing of data for marketing purposes shall be based on Article 6(1)(a) GDPR (consent).

The data shall be stored for the duration of the business relationship and thereafter for as long as statutory retention periods apply, legal claims arising from the contractual relationship may be asserted, or other legitimate reasons justify continued storage.

Consent to receiving postal mail, e-mails and SMS messages and to being contacted by telephone may be withdrawn at any time in writing (by e-mail: [datenschutz\(at\)rogner.com](mailto:datenschutz(at)rogner.com)).

Withdrawal of consent shall not affect the lawfulness of processing based on consent prior to its withdrawal.

Furthermore, the Party shall have, subject to the applicable statutory provisions, the right to obtain information regarding their personal data, to request rectification, erasure or restriction of processing, to object to processing, to data portability and to lodge a complaint with a supervisory authority.

The Proprietor's detailed and legally binding data protection provisions may be accessed by the Party at any time at the following link: <https://www.blumau.com/privacy>

§ 18 Place of Performance, Place of Jurisdiction and Applicable Law

18.1 The place of performance shall be the place where the accommodating establishment is situated.

18.2 This Agreement shall be governed by Austrian procedural and substantive law, excluding the provisions of international private law, in particular the Austrian Act on International Private Law (IPRG) and the Convention on the Law Applicable to Contractual Obligations (Rome Convention), as well as the UN Convention on Contracts for the International Sale of Goods (CISG).

18.3 In transactions between Entrepreneurs, the exclusive place of jurisdiction shall be the registered office of the Proprietor. The Proprietor shall furthermore be entitled to assert its rights before any other court having local and subject-matter jurisdiction.

18.4 If the Accommodation Agreement has been entered into with a Party who is a Consumer and has their domicile or ordinary residence in Austria, actions against the Consumer may only be brought before the court having jurisdiction at the Consumer's domicile, ordinary residence or place of employment.

18.5 If the Accommodation Agreement has been entered into with a Party who is a Consumer and has their domicile in a Member State of the European Union other than Austria, Iceland, Norway or Switzerland, the court having local and subject-matter jurisdiction at the Consumer's domicile shall have exclusive jurisdiction over actions against the Consumer.

§ 19 General Information

19.1 The Proprietor shall carry out wake-up calls with the greatest possible care. However, the Proprietor shall not be liable for damages arising from failure to provide or properly carry out a wake-up call.

19.2 Lost property and items left behind shall only be returned by the Proprietor upon request by the Party and upon proof of their legitimate ownership.

The Proprietor shall determine the manner in which the item is returned, whether by registered post against reimbursement of costs or by requesting the Party to collect the item in person.

The Proprietor undertakes to retain lost property for a period of up to 6 months. After this period, the items shall be utilised or disposed of.

19.3 Messages, mail and consignments of goods shall be handled by the Proprietor with the greatest possible care on behalf of the Party. The Proprietor shall undertake to store and deliver such items and, upon request, to forward them.

However, the Proprietor shall not be liable for any loss, delay or damage. All costs incurred in connection with such handling shall be borne by the Party.

19.4 In the event of the free-of-charge transportation of persons and luggage by the Proprietor, the Proprietor's liability for personal injury and property damage shall be limited to the statutory motor vehicle liability insurance.

Liability for loss and delays shall be excluded in its entirety.

§ 20 Miscellaneous

20.1 Unless otherwise specified in the above provisions, any time limits shall start upon the document by which such time limit is instructed being delivered to the Party that must comply with the time limit. When calculating a time limit based on days, the day of the moment or event to which the start of the time limit refers shall not be included in the calculation. Time limits based on weeks or months shall refer to the day of the week or month that corresponds to the day starting from which the time limit is to be counted according to its name or number. If the relevant month lacks such day, it shall be replaced with the last day of such month. If such day does not exist in the relevant month, the last day of that month shall be decisive.

20.2 Any declarations shall be received by the other party by the last day of the time limit (12.00 midnight).

20.3 The Proprietor shall be entitled to offset any of its claims against claims of the Party. The Party shall not be entitled to offset any of its claims against claims of the Proprietor unless the Proprietor is insolvent or the Party's claim has been established by a court or acknowledged by the Proprietor.

20.4 If any gaps arise in relation with the Agreement, the applicable legal provisions shall apply.

As of: May 2018 | Revised February 2026

Complaints

For complaints or objections, you can contact us at the following email address:

direktion@rogner.com