

General Terms & Conditions

August 2005



These Terms and Conditions apply to all customers as well as all those travelling and staying overnight with them who take up services from Orange Wings at their locations. The contracting party acknowledges these Terms and Conditions on making a booking.

1. Conclusion of the contract

The contract (a contract for accommodation, breakfast, consumption etc.) comes into force when the booking confirmation is forwarded by the Orange Wings location.

2. Rates

The prices published by Orange Wings in their price table etc. apply. Orange Wings reserves the right to alter prices in the event that a period of more than 90 days expires between conclusion of the contract and performance of services.

3. Arrival and departure

- The contracting party may in principle arrive at any time (according to availability). However the guest has the right to occupy the rented rooms after 3 pm on the agreed day of arrival. Insofar as rooms that are ready for occupancy are available, they can be occupied earlier, whereby in this event no guarantee can be given for the allocation of a specifically numbered room, and wishes in respect of smoking / non-smoking, floor, location of the room etc may, if necessary, not be taken into account.
- Rooms are allocated strictly from 3 pm to 11 am the next day. If a room is first occupied before 6 am the previous night is reckoned as the first overnight stay.
- On the day of departure the guest is to vacate the rented rooms by 11 pm at the latest. In exceptional cases it may be possible for the guest not to vacate the rented room until 12 noon with the agreement of the accommodation provider.
- If a guest does not vacate the room by 12 noon at the latest, the accommodation provider is entitled to charge the price of the room for a further night. After 12 noon of the departure day of the contracting party, it is no longer possible to open the originally booked room with the key card (see point 5 liability).
- In the case of a non-agreed earlier departure Orange Wings is entitled to fully charge the entire package.
- Pets are permitted on the hotel premises.

4. Withdrawal

- The guest may withdraw unilaterally from the contract by cancelling up to 3 pm on the agreed day of arrival without a cancellation charge being levied.
- The decision to cancel must have been communicated to the accommodation provider in writing by email or fax directly to the location where the booking was previously made or verbally (in person or by telephone to the location telephone number or the orange.line at 0820.202020 or through the internet at www.orangewings.com by entering the booking code by 15.00 at the latest on the agreed day of arrival.

5. Liability

- The accommodation provider accepts no liability for objects brought by the guest into the generally accessible areas of the hotel. For

objects brought into the rented rooms the accommodation provider accepts liability in accordance with the legal requirements; however he is not obliged to assume liability for minor negligence.

- Before starting an apparatus which was not originally installed and was brought by the guest Orange Wings must approve the operation.
- The guest will be made liable for the compensation of sequential damage of either Orange Wings or any third party involved and caused by the guest or accompanying parties.
- The guest is liable for all damage to furniture or the building caused by him or any possible fellow occupants or fellow users (including domestic animals). Furthermore he is liable for all additional services caused by him, such as e.g. opening rooms when the key card has been forgotten, loss of the key card, wishing to access rooms after expiry of the validity of the key card, the unnecessary setting off of smoke detectors, the unnecessary setting off of alarm or security devices etc. When a credit card is used, the accommodation provider is entitled to charge these amounts to the credit card.
- The guest is to document immediately any faults or damage when taking over a room and to notify the accommodation provider or the OrangeLine of these, otherwise the room is considered to be taken over free of faults or damage, and all faults or damage subsequently appearing will be at the expense of the guest who has taken over the room. Lighting equipment that proves faulty before or during the rental period is of course not to be replaced by the guest.

6. Payment

- Payment may be made on the spot by bank card or acceptable credit card (Maestro/Bankomat, VISA, MasterCard and Diners Club). Payment in cash is possible only during the opening hours of Orange Info from 5 pm to 9 pm daily.
- All payments must be made in full in advance or at check-in.
- Orange Wings will not accept foreign currency payments.
- Orange Wings is not obliged to accept bank transfers, cheques, credit cards, voucher or gift certificates.
- All charges deriving from the acceptance of non-cash payments will be covered by the guest.

7. Cancellation Terms

- The guest recognises that in the event of a room or rooms not being taken up no cancellation charges apply only when a cancellation has been made in writing or verbally (see Point 4. Withdrawal), however cancellations made after 3 pm require payment of the full price for the first night. Timeliness of notification is measured by the accommodation provider receiving any written document, or by the registration of a personal or telephone cancellation.

8. Miscellaneous

- In the event of disputes arising from this contract or its fulfilment, it is agreed that the court of law at the place of business will be competent, unless consumer protection legislation is applied.
- Verbal agreements come into effect only when they have been confirmed in writing by the appropriate Orange Wings establishment.

www.orangewings.com

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