

General Terms and Conditions

We are delighted you have chosen to stay with us. To ensure that everything runs smoothly from the time of booking until your departure, we have summarized our most important terms and conditions below.

1. Scope | Contracting Parties

- 1.1. These terms and conditions apply exclusively to all contracts and services provided by our hotel. We do not recognize any conflicting or deviating terms and conditions from contracting parties (such as corporate clients or agencies).
- 1.2. For any matters not expressly covered herein, the General Terms and Conditions for the Hotel Industry (AGBH 2006) shall apply as a supplement; these may be viewed at: <https://www.wko.at/tourismus-freizeitwirtschaft/hotellerie/allgemeine-geschaeftsbedingungen-hotellerie>.
- 1.3. Your stay is confirmed and the contract is concluded as soon as we have sent you a reservation confirmation in writing (via email).

2. Prices | Payment

- 2.1. Our prices are quoted in euros (and include statutory taxes). The local tourist tax is not included in the room rate; it will be itemized separately on your invoice, charged per person, per night.
- 2.2. For non-refundable rates, the total amount is due immediately upon completion of the booking via the available payment methods. For standard bookings, the total accommodation cost is payable upon check-in using our accepted payment methods. Additional services and charges (e.g., food and beverage, spa services) must be settled by check-out at the latest.
- 2.3. For security reasons, we accept cash in euros only, up to a maximum amount of € 5,000 per stay. Please pay any amounts exceeding this limit via cashless payment methods.

3. Cancellation | Flexibility

- 3.1. We understand that plans can change. Unless specified otherwise in your booking confirmation, the following policy applies to standard rate cancellations and modifications (which must always be submitted in writing):
 - 3.1.1. Up to 14 days prior to arrival: free of charge.
 - 3.1.2. Up to 7 days prior to arrival, we will charge 50% of the total agreed price.
 - 3.1.3. Thereafter, we will charge 80% of the total price.
 - 3.1.4. In the event of a no-show or an early departure, the full total price will be charged.
- 3.2. **Non-refundable rates:** If you selected a special, discounted rate marked as "non-cancelable" or a "non-refundable rate," different conditions apply. In such cases, cancellation, modification, or a refund of the price is not permitted (even in the event of a no-show).
- 3.3. **Cancellation by Us/Late Arrival:** If you expect to arrive after 6:00 p.m., please inform us in advance so we can hold your room. Otherwise, we reserve the right to re-let the room after 6:00 p.m.

4. Check-in | Check-out

- 4.1. Your room will be available from 3:00 p.m. on the day of arrival.

- 4.2. We kindly ask that you vacate the room by 11:00 a.m. on the day of your departure. If you wish to stay longer, simply let us know the evening before – we are happy to arrange a late check-out, if availability permits (an additional fee may apply).

5. Allergies | Food Intolerances

- 5.1. We are happy to accommodate the 14 legally defined major allergens, as well as common intolerances (such as lactose or gluten intolerance). However, please understand that for organizational reasons, our kitchen is unfortunately unable to cater to specialized diets, complex dietary regimens, individual dietary preferences, or highly specific allergy profiles.
- 5.2. As our meals are prepared fresh in our kitchen, cross-contamination with trace allergens cannot be entirely ruled out despite our utmost care. We recommend contacting us prior to booking if you have severe allergies or intolerances.
- 5.3. To avoid any misunderstandings, please ensure that you notify us of any allergies or intolerances in writing prior to your arrival. Please understand that verbal information provided on-site to our reception or service staff cannot be considered.
- 5.4. **Important Note for returning guests:** Since health needs can change, we do not carry over health information from past stays into new reservations for safety reasons. Please actively inform us in writing of your current dietary requirements ahead of every visit to ensure our kitchen is up to date.

6. Guest Conduct | Fire Safety | Liability

- 6.1. **House Rules:** In the event of severe disruptions to other guests, inappropriate behavior toward our staff, or grossly negligent treatment of the premises, we reserve the right to terminate the contract immediately. Violating our strict no-smoking policy in rooms and indoor areas will result in a separate cleaning fee.
- 6.2. **Fire Safety:** For your safety, our premises are equipped with a fire alarm system connected directly to the fire department. Please prevent false alarms caused by excessive steam or smoke (e.g., from the bathroom or while cooking in accommodations with a kitchen). If an alarm is triggered, we reserve the right to enter your room to avoid emergency services having to force entry, which would result in additional costs. Please understand that we must pass on any costs incurred by the fire department's response, as well as any subsequent costs resulting from false alarms caused by guest negligence.
- 6.3. **Liability:** Our liability toward private guests (consumers) for property damage or financial loss is excluded in cases of slight negligence. This exclusion does not, however, apply to personal injury or to damage resulting from breaches of fundamental contractual obligations. We kindly ask that you always use the in-room safe for cash, valuables, and precious items. Statutory innkeeper's liability applies.

7. EV Charging Stations

- 7.1. If charging infrastructure is available at our premises, it is operated by an independent third-party provider. You contract directly with this provider for your charging sessions. We have no control over the pricing (tariffs) or the operator's terms and conditions, nor do we assume liability for availability or charging speeds.
- 7.2. The provider may automatically charge idle fees once charging is complete. We cannot view or waive these fees, so we kindly ask you to move your vehicle promptly after charging.

8. Data Protection

- 8.1. Protecting your privacy is very important to us. Details regarding the processing of your personal data in connection with your booking and your stay can be found in our privacy policy at [<https://www.simmshotel.at/en/data-protection/>] or may be requested at the reception desk.

9. Applicable Law | Jurisdiction

- 9.1. We prefer to resolve any issues through direct conversation. Should a disagreement remain unresolved, Austrian substantive law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 9.2. For all disputes (with the exception of those involving consumers as defined by the Austrian Consumer Protection Act [KSchG], for whom the statutory place of jurisdiction applies), the court with jurisdiction over commercial matters in Vienna's First District (Wien-Innere Stadt) shall have exclusive jurisdiction.