



# Austrian Hotel Contract Conditions (ÖHVB)

(Concluded at the 93<sup>rd</sup> Committee Meeting of the  
Professional Hoteliers Association on September 23<sup>rd</sup> 1981)

## § 5 Withdrawal from the Accommodation Contract

(1) Both parties can cancel the accommodation contract by a unilateral statement up to three months at the latest before the agreed arrival date of the guest without the payment of a cancellation fee.

The cancellation statement must be in the hands of the contract partner at the latest three months before the arrival date of the guest.

(2) The accommodation contract can be cancelled by both contract partners by a unilateral statement up to the latest of one month before the agreed arrival date of the guest, but a cancellation fee of the cost of the room price for three days must be paid. The cancellation statement must be in the hands of the contract partner at the latest one month before the arrival date of the guest.

(3) The accommodation provider has the right, in the case of a non-appearance of the guest by 18.00 hours on the agreed arrival day, to withdraw from the contract unless a later arrival time has been agreed.

(4) If the guest has paid an advance payment, however, the room(s) remain(s) reserved until 12.00 hours the following day at the latest.

(5) Even if the guest does not make use of the ordered rooms/guest house services, he is under the obligation to pay the accommodation provider the agreed payment amount. The accommodation provider must however deduct what he saves as a result of the non-use of his service or what he has obtained by another letting of the ordered room. Experience has shown that in the majority of cases, company savings as a result of the non-take up of the services amounts to 20 percent of the room price and 30 percent of the catering price.

(6) It is incumbent upon the accommodation provider to solicit a further letting non-used rooms according to the circumstances. (§ 1107 ABGB<sup>1</sup>).

The cancellation conditions listed in Clauses 1, 2, and 5 are **non-binding association recommendations** in accordance with §§ 31ff of the Cartel Law, announced in 79/03 in the OLG (Higher Regional Court) in Vienna acting as the Cartel Court.

<sup>1</sup> Civil Code