

LINSBERG ASIA GENERAL TERMS & CONDITIONS

§ 1 CONTRACTUAL RELATIONSHIP:

Contract partners are the hotel and the thermal spa (Asia Resort Linsberg Betriebs GmbH), abbreviated to „Linsberg Asia“ and the guest (individual guest, tour operator or private travel groups, company groups and the like). Availing of deliveries and services are binding for both parties upon confirmation by Linsberg Asia. This is based without specific formal requirements on a so-called accommodation contract (hotel) and service contract (thermal spa), which means that Linsberg Asia is obliged to provide a room or entry to the thermal spa and the guest is obliged to pay. Legal position is basically not unsettled by this, when rooms that have not been paid for are able to let to other people after 6:00 p.m. (see guidelines from the ÖHV - Austrian Hoteliers Association).

§ 2 CONCLUSION OF CONTRACT AND DEPOSIT:

The accommodation contract is generally realised via written or oral commission for the guest by Linsberg Asia. It may be arranged that the guest pays a deposit. Linsberg Asia may also request advance payment of the entire payment.

§ 3 OFFERS:

Offers are always subject to confirmation and non-binding. All prices quoted for the offers are final prices and include the statutory VAT.

§ 4 ARRIVAL AND DEPARTURE:

Booked rooms are available to guests from 3:00 p.m. on their arrival day and up to 11:00 a.m. on the day they are due to depart. A guest is allocated a room by the Linsberg Asia on the day they arrive. In so far as a later arrival time has not been expressly agreed upon, Linsberg Asia has the right to re-allocate booked rooms after 6:00 p.m., without the guest being entitled to compensation. Linsberg Asia has the right to withdraw from contract. However, if the guest has „guaranteed“ arrival and/or paid a deposit, the room (rooms) will stay reserved until 11:00 a.m. of the following day at the latest.

Guests are asked to notify reception the day before their departure by 22:00 if they intend to depart after 11:00; if departing by 17:00, a surcharge as per the current price list is to be paid, after 17:00 the full room price will be charged. The thermal bath can be used from 15:00 on the day of arrival until 17:00 on the day of departure. Use on the day of arrival from 09:00 is possible for a surcharge as per the current price list.

§ 5 VOUCHERS:

Linsberg Asia offers the purchase of vouchers via its outlets in its hotel or in the voucher-shop on the Internet. These may be gift vouchers or vouchers to be redeemed for items/services. A voucher entitles the holder, in case of - a voucher for items/services, to the item/service stated on the voucher - a gift voucher, to the amount stated on the voucher

in accordance with the respective voucher-terms; these voucher-terms are stated on the voucher as well as in the product description in the voucher-shop for each voucher.

The respective voucher-terms define the right acquired as part of the voucher purchase. By selecting a voucher and purchasing it, these terms become object of agreement.

The vendor does not offer any vouchers for purchase by minors. Under-age customers may only purchase vouchers with the consent of their legal guardians. Redeeming vouchers is irrespective of this.

Vouchers for items/services are valid for three years from the date of issue. Price guarantee one year, after that an additional charge on the current daily price for the same item/service is charged. Please note the validity of your services voucher and reserve in time. To redeem vouchers for packages, advance reservation is required. If due to passage of time or for reasons of availability a package is not bookable anymore, the voucher will be credited against other services at the corresponding value within the period of validity. If the room category indicated on the services voucher is no longer available, a surcharge to the next highest category will be charged. To be redeemed by submitting the original on departure. When redeeming vouchers older than five years, a manipulation fee - per voucher - according to GTC and the price list currently in effect will be charged. Cannot be redeemed for cash.

§ 6 PRICES:

Prices are specified in the respective valid price list.

§ 7 PAYMENT CONDITIONS:

All bills from Linsberg Asia are to be settled upon the guest's departure and no deductions are due (net hotel). In any event, Linsberg Asia can ask a guest for advance payment in the relevant amount. A guest will default if the stated payment deadline is exceeded, without any advance notification. Delayed payment will entitle Linsberg Asia to ask for default interest of 1.5% p.m. For any reminders that are effected after default, in individual cases, an arrears fee may be requested.

§ 8 SPA - TREATMENT

Service/treatments:

Linsberg Asia SPA conducts its treatments to the best of its knowledge and belief on the customer. The masseurs/masseuses are only allowed to carry out massages and wellness treatments for maintaining a general sense of well-being. They are not authorised to carry out curative treatments and massages on ill persons. Thus the guest must notify the masseur/masseuse of illnesses of any kind whatsoever (high blood pressure, cardiac diseases, metabolic disorders, allergens, pregnancy) before the massage.

LINSBERG ASIA GENERAL TERMS & CONDITIONS

Personal data and privacy:

The customer assures to share all personal data and information relevant to the professional treatment with Linsberg Asia SPA. Some data will possibly be recorded in written form. Linsberg Asia undertakes to use these data only for the purpose of the treatment to be rendered with due regard to the data protection clauses and not to pass on the data to third parties or outsiders without the customer's written consent.

Exclusion of liability:

Any liability on part of the massage and cosmetics staff for all and any damages the customer suffers from non-observance of these GTC or through own fault is excluded. If the customer has an allergic reaction to the products used, we do not assume any liability. The service provider is not responsible for the loss or the destruction of the customer's personal valuables (or the ownership), which were brought to Linsberg Asia SPA.

§ 9 RESCISSION AND CANCELLATION - HOTEL STAY:

Reservations by users may be cancelled up to 2 days (by 3.00 p.m.) before arrival free of charge, otherwise 100% of the full stay will be charged. Cancellation must be made in writing to, mail@linsbergasia.at.

Rescission and cancellations by other users will be arranged by specific contractual agreements.

Unless otherwise agreed, ÖHV (Austrian Hoteliers Association) guidelines apply. Cancellations made up to 3 months before arrival: 0%, up to 1 month: 40%, up to 1 week: 70%, thereafter: 90% of the full package arrangement.

In the event of force majeure and the like not caused by the Linsberg Asia and which are outside of their sphere of influence, Linsberg Asia reserves the right to rescind the contract without the guest having recourse to reimbursement. (Force majeure).

§ 10 AGREEMENT, CANCELLATION AND SHORTENINGS OF SPA-TREATMENTS & PRIVATE-SPA-BOOKINGS:

After registration by phone, email or on site, appointments shall be deemed as confirmed and agreed.

Agreed appointments/reservations can be rescheduled or **cancelled until 24 hours before at no cost**. In case of cancelling later, 100% of the treatment price will be charged.

The treatment time/reservation period is fixed by appointment and will also be observed accordingly by both contractual partners. In case the consumer is late, the treatment time/reservation period will be shortened accordingly. A reduction of the fee in this case is excluded.

These regulations apply equally to reservations/bookings made in the course of hotel-package-bookings.

§ 11 WITHDRAWAL AND CANCELLATION - VOUCHER PURCHASE BY PHONE OR ONLINE - CANCELLATION POLICY:

Upon concluding a long-distance transaction, users have a statutory right to cancellation.

Right of rescission

If you are the consumer, you may revoke your contractual declaration regarding the purchase of the gift voucher within 14 days in text form (e.g. fax, e-mail, letter) without providing any reasons and return the gift voucher. The deadline begins upon receipt of this instruction in text form, not before the recipient receives the gift voucher and also not before fulfilment of our information obligations.

To keep to the revocation period, timely sending of the rescission and the gift voucher are sufficient. For services that are rendered according to agreement before the end of the revocation period, the customer has no right of rescission as per § 5f Z 1EPA. The customer is to agree with the redemption of the gift voucher for earlier delivery of services and with the termination of the gift voucher.

There is no right of rescission in particular for gift vouchers that have been purchased for a specific occasion (New Year's Eve, Christmas, Easter package, brunch and the like), where the rescission deadline is just 5 days or less before the occasion, or is after the occasion. This exclusion of the right of withdrawal also applies when purchasing entrance tickets for the thermal bath for a specific day.

There is no right of rescission for the purchase of spa tickets booked for a specific day! Services provided in connection with leisure activities, provided that in each case a specific time or period is contractually provided for the fulfillment of the contract by the entrepreneur, are excluded from the right of rescission according to Section 18 (1) (10) FAGG. The consumer therefore has no right to revoke the purchase contract for the tickets.

Rescission is to be directed to:

Asia Resort Linsberg Betriebs GmbH
Thermenplatz 1
2822 Bad Erlach
Austria
+43 (0) 2627 48000-50 /FAX
mail@linsbergasia.at

Following rescission

If you have rescinded this contract, we are to reimburse you for any payments we have received from you, excluding any delivery costs, straight away and by the latest within fourteen days from receipt of gift vouchers that have been affected by the rescission. We use the same payment method that was used for the original transaction to reimburse you, unless expressly agreed otherwise.

Asia Resort Linsberg Betriebs GmbH
Thermenplatz 1 | 2822 Bad Erlach
mail@linsbergasia.at | www.linsbergasia.at
+43 (0) 2627 48000



LINSBERG ASIA GENERAL TERMS & CONDITIONS

In no instance will you be charged to receive this reimbursement.
Sample rescission form
(If you want to cancel the contract then please complete this form and send it back to us.)

To:
Asia Resort Linsberg Betriebs GmbH
Thermenplatz 1
2822 Bad Erlach
Austria

I/We (*) hereby rescind the contract concluded by myself/us (*) regarding the purchase of the following gift voucher/s _____

Ordered on (*)/Received on (*) _____
Name of the purchaser (s) _____
Address of the customer(s) _____

Signature of the purchaser (s) (only or written confirmation)
Date

(*) Score through as appropriate

§ 12 DETAILS REGARDING DATA PROCESSING:

The service provider collates and used personal details in the context of your order and to process the order to establish, implement or end the contract. Incidentally, reference is made in the data protection declaration with regard to the customer's consent and for additional information for data collection, processing and use and this can be called up in print format on the provider's website at any time using the 'Data Protection' button.

§ 13 LIABILITY:

Linsberg Asia is only liable if there is evidence that its employees are at fault. Any lost property will only be forwarded to the guest at their risk and with costs to be borne by them. Linsberg Asia reserves the right to have a maximum storage period of 3 months. Linsberg Asia is only liable for any damage caused to guest's property if the damage has occurred in the context of business operations and Linsberg Asia or there is evidence that they or their employees are at fault. Linsberg Asia is only liable for items brought into their establishment up to the statutory maximum amount. Storage of valuables, gold and securities may be refused if items are fundamentally of greater value than would usually be stored for guests in a hotel. The hotel is excluded from liability if a room or repositories used by guests to leave items is not locked. Guests are encouraged to leave valuable items in the safes/valuables box in rooms and in changing rooms in the thermal spa. The hotel is not obliged to monitor items. Linsberg Asia do however reserve the right to have CCTV monitoring in accordance with the Data Protection Act.

The hotel is only liable for damage that occurs to guest and visitor vehicles that are caused when they are leaving the parking area, or if they have been caused intentionally or through the gross negligence of Linsberg Asia employees. (In any case, StVO [Road Traffic Act] stipulations apply). A guest uses the bathing facilities and the all swimming pool facilities and equipment (fitness room) at their own risk. Parents are responsible for their children.

§ 14 HOTEL & SWIMMING REGULATIONS (HOTEL REGULATIONS):

The hotel and bathing regulations throughout the Linsberg Asia are to be adhered to by hotel and thermal spa guests.

§ 15 GENERAL:

Sub-letting or use of hotel rooms other than for residential purposes is not permitted. Approval is required from Linsberg Asia should a guest want to extend their stay.

§ 16 DISPUTE SETTLEMENT PROCEDURE:

The European Commission has set up a platform for out-of-court settlement of online disputes (OS platform) and this can be seen at www.ec.europa.eu/consumers/odr. Our e-mail address can be found in our imprint. We are neither obliged to nor are willing to participate in dispute settlement procedures.

§ 17 CONCLUDING PROVISIONS:

For contracts between the service provider and the client, Austrian law is used, excluding the UN Convention on Contracts for the International Sale of Goods.

For the customer, when this concerns a trader, a legal entity in public law or a public special asset, the place of jurisdiction for any disputes arising from contractual relationships between the customer and the service provider, is the supplier's place of business.

For disputes arising from this contract, in the event of complaints from the hotel about the customer in the context of EPA the court authorised, in this judicial district is the domicile, usual abode or place where the customer is employed.

The remaining parts of the contract also remain binding even if individual points are legally ineffectual. In place of the ineffective points, so far as are available, legal provisions apply. In so far as there is unreasonable hardship for one party to the contract, the contract will become wholly invalid.

Linsberg, August 2021

Asia Resort Linsberg Betriebs GmbH
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mail@linsbergasia.at | www.linsbergasia.at
+43 (0) 2627 48000

