

## Terms and Conditions

The Cloud One Hotels Austria  
(as of October 2025)

### 1. Scope

These General Terms and Conditions apply to all contracts for the temporary provision of hotel rooms for accommodation purposes concluded between Motel One Austria GmbH (the Operator) as the operating company of The Cloud One Hotels in Austria and third parties (the Guest), as well as to all further services and deliveries provided by the Operator (Guest Accommodation Agreement).

### 2. Reservations

By making a reservation, the Guest offers to conclude a Guest Accommodation Agreement. If the booked room is available, the Guest will receive a reservation confirmation from the Operator. The Guest Accommodation Agreement between the Operator and the Guest is concluded upon the Operator's acceptance of the reservation made by the Guest.

Offers by the Operator regarding available rooms are subject to change and non-binding. The Operator may, at its own discretion, decline to conclude a Guest Accommodation Agreement.

There is no entitlement to use the overnight accommodation service in a specific room. The Operator reserves the right to define industry-standard restrictions such as minimum stays, booking guarantees or advance payments for certain dates.

### 3. Cancellation Periods

A guaranteed reservation exists when the Guest has confirmed payment for the overnight accommodation service by providing a credit card number. A guaranteed reservation may be cancelled free of charge up to 6:00 PM on the day of arrival by quoting the reservation number. After 6:00 PM, cancellation is excluded and the Operator retains the right to the agreed remuneration less any expenses saved. The same applies if the Guest fails to arrive (No Show). For multi-night guaranteed reservations, in the event of non-arrival all subsequent nights from and including the second night will be cancelled and the Guest shall have no entitlement to the subsequent nights.

Simple reservations, i.e. reservations for which payment by the Guest has not yet been guaranteed, are valid until 6:00 PM on the day of arrival. After 6:00 PM the reservation expires automatically and free of charge. The Operator is entitled to rent the reserved room to another party.

### 4. Accommodation Prices and Other Prices

The prices quoted by the Operator at the time of conclusion of the contract shall apply. The applicable prices are gross total prices and include all statutory taxes, fees and charges. Not included are local levies which the Guest personally owes under the applicable municipal law, such as resort tax (Kurtaxe).

In the event of changes to tax, fee and levy rates, or the effective introduction of new taxes, fees and levies previously unknown to the parties, the Operator reserves the right to adjust prices accordingly. For contracts with consumers, this shall only apply if the period between conclusion of the contract (booking confirmation) and the price adjustment exceeds four months.

### 5. Payment Terms

The price for the entire booked overnight accommodation service must always be paid in advance by the Guest, at the latest upon arrival at the hotel. Set-off by the Guest is excluded unless the set-off relates to an undisputed or legally established claim. Valid means of payment are cash in euros, EC card, MasterCard, Visa Card, Diners Card and American Express. To process payments we use the 3D Secure 2.0 procedure for secure and enhanced customer authentication. For further information on data processing in connection with payment transactions, please visit [www.the-cloud-one.com/at/datenschutz/](http://www.the-cloud-one.com/at/datenschutz/).

The Operator is entitled to request a reasonable security deposit from the Guest upon conclusion of the contract, for example in the form of a credit card guarantee. The security deposit serves to secure existing and future claims that the Guest owes on account of subsequent additional bookings and/or use of further services or other use or conduct.

### 6. Use of Reserved Rooms

Reserved rooms are available to the Guest from 3:00 PM on the day of arrival until 12:00 noon on the day of departure. Upon request and subject to availability, a later departure (late check-out) may be arranged with the hotel in advance. If the hotel agrees to a late check-out, the hotel is entitled to charge EUR 10.00 per commenced hour for the additional use of the room. For departures after 3:00 PM, the full daily rate for the room will be charged. There is no contractual entitlement to a late check-out.

### 7. Resale

The resale/subletting and/or further brokering of booked rooms is only permitted with the prior written consent of the Operator. The assignment or sale of any claim against the Operator is also not permitted. In such cases the Operator is entitled to cancel the booking, in particular if the Guest has made false statements to the third party regarding the nature of the booking or payment when assigning/selling the claim. Use of the hotel room for any purpose other than accommodation is expressly prohibited.

### 8. Liability of the Operator

The Operator is liable for damages attributable to it arising from injury to life, limb or health. The Operator is further liable for other damages caused by an intentional or grossly negligent breach of duty by the Operator, as well as for damages caused by an intentional or negligent breach of contractually typical duties. A breach of duty by the Operator is equivalent to a breach of duty by its legal representatives, employees or vicarious agents. Further claims for damages are excluded to the extent not otherwise provided in these General Terms and Conditions.

Should defects or deficiencies arise in the Operator's services, the Operator will endeavour to remedy them upon becoming aware of them or upon the Guest's prompt notification. The Guest is obliged to do what is reasonable to assist in remedying the defect and to keep any possible damage to a minimum. The Guest is further obliged to notify the Operator in good time of the possibility of an exceptionally high level of damage arising.

The Operator is liable for items brought onto the premises in accordance with statutory provisions. The claim lapses if the Guest does not immediately notify the Operator upon becoming aware of loss, destruction or damage to the item brought onto the premises. If the Guest wishes to bring money, securities and valuables with a value of more than EUR 800 or other items with a value of more than EUR 3,500 into the hotel, this requires a separate written agreement with the Operator.

If a parking space in the hotel garage/car park is made available to the Guest, whether or not for a fee, this does not constitute a storage contract. The Operator is under no duty of supervision. The Operator is liable for all damages within the scope of the provisions set out in this Clause 8. The Guest is obliged to report any damage immediately, and in the case of visible damage at least before leaving the parking facility. The Operator is not liable for damage caused solely by other tenants or other third parties.

All claims against the Operator are generally subject to a limitation period of one year from the commencement of the statutory limitation period. This does not apply to claims for damages or other claims arising from injury to life, limb or health and/or from a grossly negligent or intentional breach of duty by the Operator.

### 9. Termination of the Guest Accommodation Agreement

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The Operator is entitled to terminate the Guest Accommodation Agreement for good cause. Good cause exists in particular if (i) force majeure or other circumstances beyond the Operator's control make fulfillment of the contract impossible, (ii) rooms or spaces are booked in a culpable manner by providing misleading or false information or by concealing material facts; material facts may include the Guest's identity, creditworthiness or the purpose of the stay, (iii) the Operator has reasonable cause to assume that use of the service may jeopardise the smooth business operations, security or reputation of the Operator and its hotels in public, without this being attributable to the Operator's sphere of control or organisation; (iv) the purpose or reason for the stay is unlawful; or (v) in the event of resale/subletting and/or further brokering (contrary to Clause 7).

Upon termination of the Guest Accommodation Agreement by the Operator in accordance with this Clause 9, refunds are made exclusively on a voluntary basis and following individual assessment of each case, unless there is a statutory obligation to make a refund. Refunds will be made exclusively by bank transfer to an account held in the name of the original contractual partner (Guest). Cash refunds are excluded, even if the original payment was made in cash. Refunds to third parties or to third-party accounts are not permitted. Before any refund is processed, the Guest's identity must be confirmed by presentation of a valid official identity document. The Guest must provide and evidence their bank details in writing, e.g. by means of a bank card, bank statement or refund form.

### **10. Vouchers**

A voucher purchased from the Operator may be redeemed for overnight stays or a visit to the hotel bar. If a remaining balance is left after payment with the voucher, it remains valid and can be used for further payments. Vouchers are valid for 3 years from the date of issue. Vouchers cannot be returned, they are non-resaleable or transferable and cannot be exchanged for cash. Vouchers cannot be used for online payments. The person ordering the voucher is responsible for providing the correct details (in particular the e-mail address) to which the voucher and invoice are to be sent.

Right of Withdrawal: Declarations regarding vouchers may be withdrawn within 14 days without stating reasons in any form (letter, fax, e-mail) or, if the voucher is handed over before the deadline expires, also by returning the voucher. The period begins upon receipt of this notice in text form, but not before the recipient has received the voucher. To comply with the withdrawal period, it is sufficient to dispatch the withdrawal or the voucher in good time. The withdrawal should be addressed to: Motel One GmbH, Keyword: "Voucher", Tegernseer Landstraße 165, 81539 Munich, Fax: +49 89 665025 50 or by e-mail: [giftcard@motel-one.com](mailto:giftcard@motel-one.com).

### **11. Food and Beverages Brought onto the Premises**

Consuming food and beverages brought onto the premises is prohibited in public areas. Breakfast may only be consumed in the designated rooms of the public area (bar, lounge). It is not permitted to take breakfast items away. The preparation of food in rooms is prohibited.

### **12. Non-Smoking Policy**

The Cloud One Hotels in Austria are non-smoking hotels. Smoking is therefore prohibited both in public areas and in guest rooms. In the event of a breach of this prohibition, the Operator has the right to demand from the Guest, as compensation for the separately incurred cleaning costs including any loss of revenue resulting from the room being unable to be rented, an amount of EUR 50.00. This compensation amount shall be set higher or lower if the Operator can demonstrate greater damage or the Guest can demonstrate lesser damage.

### **13. Pets**

Bringing a pet requires the Operator's consent. The Guest is obliged to notify the Operator in advance of the wish to bring a pet. If the Operator consents to the pet being brought, this is subject to the pet being under the constant supervision of the Guest, being free from illness and not posing any other risk to hotel guests or hotel staff. It is not permitted to bring the animal to breakfast or to the hotel bar. A fee of EUR 15.00 per night is charged for the pet. An exception applies to guide dogs for the visually or hearing impaired and other comparable service dogs. These may be brought at any time at no charge.

### **14. Charging of Electric Vehicles and Other Devices**

The charging of electric vehicles (such as electric cars, e-bikes, e-scooters and comparable devices) is only permitted at the designated, clearly marked charging facilities in the hotel. Charging via sockets in hotel rooms, corridors, common areas or other areas not expressly approved is prohibited. Only technically flawless charging devices and vehicles that comply with applicable safety standards may be used.

The charging of electronic devices is only permitted using GS-certified chargers.

The Guest is fully liable for any damage arising from improper charging or use of vehicles or electronic devices. Any breach entitles the Operator to terminate the contract without notice. This does not reduce the entitlement to the agreed remuneration.

### **15. Special Payment and Cancellation Terms**

For group bookings of more than ten rooms, allotment contracts or for correspondingly defined periods, separate payment and cancellation terms apply. These will be indicated during the booking process and on the booking confirmation or shall result from the relevant contracts.

### **16. Data Protection**

The data protection provisions can be accessed at:

[www.the-cloud-one.com/at/datenschutz/](http://www.the-cloud-one.com/at/datenschutz/)

### **17. BeOne**

The terms and conditions for participation in the beOne Membership Programme can be accessed at:

[www.the-cloud-one.com/at/services/be-one-membership/teilnahmebedingungen/](http://www.the-cloud-one.com/at/services/be-one-membership/teilnahmebedingungen/)

### **18. EU Consumer Dispute Resolution**

The European Commission provides a platform for online out-of-court dispute resolution (ODR platform), which is accessible at <https://www.ec.europa.eu/consumers/odr>. The Operator does not currently participate in alternative dispute resolution procedures offered there. The Operator is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

### **19. Final Provisions**

Amendments and supplements to the Guest Accommodation Agreement or to the General Terms and Conditions must be made in text form. Unilateral amendments or supplements made by the Guest are ineffective.

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The place of jurisdiction for all disputes arising between the parties from the contractual relationship shall be Vienna, provided that the Guest is a merchant, a legal entity under public law or a special fund under public law.

Austrian law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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