

# General Terms & Conditions

## 1. Subject

The subject of this cooperation is the mutual agreement of the parties defined above concerning the provision of services such as hotel bookings, transfers, entrance tickets, guides a.s.o. by Mondial, for FIT's and GROUPS booked by partner through Mondial.

## 2. Rates

- 2.1. All rates related to a cooperation between Mondial and Partner are quoted in Euro (based on present price conditions), are net unless mentioned otherwise, are subject to alteration and are specified at a separate list "Mondial confidential rates" which is part of an agreement or offered separately with each individual offer or supplied electronically.
- 2.2. Hotel rates are based on Mondial clients selling only to the leisure market. Should any guest on arrival be found to be a corporate client, the hotel has every right to waive the Mondial's booking and charge the guest direct at the full rack rate.
- 2.3. Internet booking engines for end-costumers  
If Partner publishes room only rates on his website or any related internet booking engines the minimum mark-up shall be 20%.

## 3. Booking procedure and booking conditions

- 3.1. Booking requests or reservations must be sent to Mondial by fax, e-mail, on-line or through XML interface. MONDIAL guarantees a 24-hour reply on working days (Mon-Fri) for all booking requests /confirmations received from Partner.
- 3.2. If Mondial has not received confirmation of a booking by the time the option date is due, the reservation will automatically be cancelled.
- 3.3. Partner is allowed to issue vouchers for their clients. Each voucher must indicate the service as well as the remark "reservation and payment by Mondial" If Mondial receives an invoice with the voucher of the partner and it is for more nights or services than partner reserved, Mondial will invoice based on this voucher.
- 3.4. Hotel Changes  
If, for any acceptable reason, MONDIAL is forced to provide accommodation in another hotel for clients with a fix reservation, then this must be in an hotel of an equivalent or higher category and same or similar location. However, in every case, **PARTNER** must be informed of these matters immediately and always prior to the client's arrival. Any differences in cost have to be covered by MONDIAL.
- 3.5. Complaints  
Complaints must be reported to the hotel on the spot. Mondial will not be liable for any compensation for a problem which could have been rectified during the clients stay, had the hotel been made aware of it. Mondial will not deal with any complaint received more than four weeks after the client checked out of the hotel

### 3.6. INVOICES

MONDIAL will issue to PARTNER all invoices in Euro. All invoices are due and payable without discount, set-off or other claim Partner may have against Mondial. Invoice queries must be in writing and sent to us within 21 days of receiving an invoice. All Items not in query must be paid by the due date.

### 3.7. Liability

MONDIAL acts only as an intermediary in making arrangements for hotels, transportation or any other service. As such Mondial is not liable for personal injury, illness, property damage or other loss of expense of any nature whatsoever arising directly out of any actions of hotels, transportation company or other company or person providing or rendering services reserved though Mondial.

## 4. CANCELLATION CONDITIONS

### 4.1. Cancellation fees for groups excl. congress, incentive or other corporate groups (if no other terms have been agreed):

- up to 6 weeks prior to arrival a booking fee of EUR 110, – will be charged
- 6 to 4 weeks prior to arrival, 30 % of the total amount will be charged
- 4 weeks to 7 days prior to arrival, 80 % of the total amount will be charged
- for cancellations received less than 7 days prior to arrival, a cancellation fee of 100 % can occur

### 4.2. Cancellation fees for individuals - FIT - (hotel reservations at published Mondial hotels only):

#### 4.2.1. City hotels (Vienna, Salzburg, Innsbruck, Graz, Linz, Prague, Budapest, Bratislava):

- orders cancelled 48 hours or more prior to check-in during non-restricted\* dates - no charge.
- orders cancelled less than 48 hours prior to check-in during non-restricted\* dates or no show - 100% cancellation fee may occur.

#### 4.2.2. Countryside hotels (all other destinations):

- up to 10 days prior to arrival, free cancellation
- 10 to 7 days prior to arrival, a cancellation fee of 1 night per hotel and booking may occur
- for cancellations received less than 7 days prior to arrival a cancellation fee of 100 % may occur

### 4.3. Cancellation of Theatre Tickets

Ordered tickets cannot be returned and the full amount will be charged to you. A booking fee is added to the ticket price where indicated.

\* all dates excluding convention/congress dates, special holidays (e.g. New Years eve, Easter, etc.).  
Conditions for restricted dates will be given to you well in advance but at booking stage at the latest.

## 5. DEPOSITS / PAYMENTS / BANK TRANSFERS

### 5.1. For all bookings made by the partner a prepayment in full prior to arrival of the guest is agreed, unless the partner issues an irrevocable bank guarantee or deposit.

### 5.2. Deposits and payments for groups

Partner is kindly requested to prepay all bookings for groups

- 20 % of the total amount upon acceptance;
- 50 % of the total amount 6 weeks prior to arrival;
- Rest payment two weeks prior to arrival.

### 5.3. Mondial is entitled to charge up against the oldest unsettled invoice.

5.4. LATE PAYMENTS

If Partner is in delay with the payment for more than 30 days, MONDIAL shall be entitled to rescind of this contract with immediate effect, and clients are asked to pay suppliers on the spot. The rescission shall be made in written form, and will become effective since the date of delivery of the written notification.

The Partner's obligation to pay all due services and late payment interest remains unchanged.

5.5. METHOD OF PAYMENT

Partner shall pay the amount of services based on invoices issued by MONDIAL, to the MONDIAL's bank account with Bank Austria AG

**Account No. 107 105807 / 00**

**BLZ 12000**

**IBAN Code: AT 38 12000 0107 1058 0700**

**Swift Code: BKAU.AT.WW**

A bank transfer shall be used exclusively as a method of payment. Partner covers the bank expenses of the international banks. The services are considered as paid when the relevant due amount is registered in the MONDIAL's bank account.

**6. Closing Provisions**

6.1. All contracts are governed by Austrian law.

6.2. Any amendments to a written agreement must be made in writing.