

# General Terms and Conditions of Fair Quality GmbH

## 1. General:

1.1. Fair Quality (FQ thereafter) is an Internet platform for rating the quality of accommodation providers. Accommodation providers (FQ test businesses) register on the platform and thus declare their willingness to be anonymously tested by customers (FQ testers). Interested testers too have to register with the platform and can then enjoy a test stay as FQ tester for a maximum of 2 nights in a FQ test business at a correspondingly reduced price. The holidays must always be booked directly at the hotel and not via the FQ platform. This also ensures that the FQ testers are anonymous to the FQ test business. The FQ testers fill in an extensive electronic questionnaire on the stay as quality rating and identify themselves as FQ customer by presenting the FQ certificate at the end of their stay. FQ is a tool for continuous quality monitoring and gives the accommodation provider the opportunity to get regular feedback from their guests on the quality situation and also on the accommodation's competitiveness. Thanks to the registration of the FQ testers on the FQ platform, each rating can be traced to its maker and faked quality ratings are avoided.

## 2. FQ Tester

- 2.1. Preconditions for becoming a FQ tester are the registration and the acceptance of the respective Terms & Conditions of the FQ platform. FQ reserves the right to refuse a person the admission as FQ tester any time and without giving of reasons.
- 2.2. After successful registration the FQ tester can immediately undertake test stays.
- 2.3. If the FQ tester passes her/his stay in company of another fully-paying adult, he/she enjoys a discount amounting to 100% of all services consumed during the test period with the exception of drinks and possibly other services explicitly excluded by the test business. If test persons travel on their own or not accompanied by a fully-paying adult, a reduction amounting to 50% is granted, exempt of the previously listed exceptions. Preconditions for receiving the discount are the fully filled in electronic questionnaire and its having been submitted to the FQ platform.
- 2.4. If a FQ tester spends more than 2 nights in an accommodation, the FQ test person is not entitled to a discount for the nights exceeding the two test nights.
- 2.5. The FQ tester is obliged to answer the questions of the FQ questionnaire appropriately and honestly. They also commit themselves to omit obnoxious and insulting comments, as well as immoral statements.

## 3. FQ Test Business:

- 3.1. An accommodation provider becomes a FQ test business by registering and accepting the General Terms and Conditions of the FQ platform.
- 3.2. Having been accepted as FQ test business the business is entitled to a presentation on the FQ Internet site. The contents for the FQ platform are provided by the test business. The FQ test business has the right to announce its FQ membership on its own website. This right expires with the day of termination of the FQ membership.
- 3.3. In the "My Account" section FQ test businesses maintain the contents presented on the platform themselves, especially the allocation of FQ test certificates.

3.4. FQ test businesses are obliged to accept the FQ certificates presented by FQ test customers and, after the end of the test stay and after the testers have submitted the completely filled in questionnaire, to grant a discount acc. to 2.3 of the Terms and Conditions in hand.

3.5. If the test customers have paid a deposit, the amount must be deducted from the final price (bill minus the FQ discount) or must be refunded if need be.

#### **4. FQ Test Certificates:**

4.1. An FQ test certificate serves the identification as FQ test customer to the accommodation business and is needed for enjoying the FQ price benefits.

4.2. Only one test certificate can be allocated at a time. If an FQ stay has been completed (the questionnaire filled in and sent), then a new certificate for another test stay in another FQ test business can be ordered.

#### **5. Process of a Test:**

5.1. A registered FQ tester searches on the FQ platform a registered FQ test business for the intended travel period. If a FQ certificate is available for the requested business at the intended time, the FQ tester can select the certificate and reserve it for 72 hours to make the booking.

5.2. Within those 72 hours the booking must be made directly at the hotel and confirmed on the FQ platform by clicking the link in the FQ e-Mail. Otherwise the certificate is reallocated. Having confirmed the booking, the certificate can be downloaded and the test stay made. FQ testers remain anonymous until the presentation of the certificate before departure.

5.3. Only direct bookings at the FQ test hotel are subject to the General Terms and Conditions of FQ. Bookings made via various discounters (e.g. booking.com, Hofer-Reisen etc.) can not be used for FQ test stays. Package deals and special offers are exempt from FQ test stays, unless the FQ test hotel explicitly allows them.

5.4. The FQ tester has no legal claim against FQ to the issuing of such a FQ certificate and the actual conclusion of an accommodation contract with a FQ test business.

5.5. Having completed the test holidays and completely filled in and electronically submitted the questionnaire to the FQ platform, the FQ test customer identifies himself/herself as FQ tester with their FQ test certificate. With that the FQ certificate is in effect and the FQ test customer must only pay the price reduced according the FQ criteria (see 2.3.). The FQ test business can access the complete rating immediately after it has been sent.

#### **6. Contractual Relationship:**

6.1. FQ provides its Internet platform, where accommodation providers agree to be rated anonymously by guests and potential test customers learn about this agreement. A contractual relationship between FQ and FQ test businesses or FQ testers resp. can only be concluded on the basis of a FQ platform membership.

6.2. FQ is no travel agency or operator in the sense of the directive 90/314/EEC. FQ testers as well as FQ businesses expressly note that the accommodation contract is initiated and concluded solely between a FQ tester and a FQ test business.

- 6.3. The contractual relationship between FQ and the FQ test business or the FQ test person resp. starts with the day of registration and is made for the period of one year (12 months) from registration. The contract is automatically prolonged for a further year, unless it is cancelled three months before the end of the contract period at the latest. Terminations are only possible in writing (mail, e-mail) or by using the contact form on the [www.fair-quality.com](http://www.fair-quality.com) portal.
- 6.4. FQ has the right to deactivate or remove resp. test hotels or test persons if they do not adhere to the General Terms and Conditions of FQ.
- 6.5. After termination of the contractual relationship with a FQ test hotel or a FQ tester resp. their data is immediately deleted and removed from the FQ platform.

## **7. Use of the Data:**

- 7.1. Use of data in the sense of §4 no. 8 DPA 2000 as amended from time to time is "any use of data of a data application, the processing (§4 No. 9) as well as the sending (§4 No. 12) of data". FQ testers and FQ test businesses agree that all data provided by the FQ testers and FQ test businesses can be processed electronically. FQ has the right to handle the data for the processing of the test, to use it and to hand the data on to the concerned FQ test business. Furthermore FQ test businesses and FQ testers give their consent to the publication of the results of the individual ratings (test results) in cumulated form (categories) on the FQ Internet platform.
- 7.2. All data or results resp. that are won from the FQ tests are the property of FQ. The individual results (results of every single question of the questionnaire) are exclusively given to the test hotel for their internal use and processing. The detailed answers to the individual questions are not published or handed on to third parties resp. FQ has the right to publish and hand on the data and results published on the FQ platform (rating categories and overall ratings) to third parties.

## **8. Disclaimer:**

- 8.1. FQ testers note that the accommodation contract is exclusively made between themselves and the FQ test business. FQ is not liable for services provided by the FQ test business. FQ can assume no liability for an actual conclusion of an accommodation contract and thus a test in a hotel.
- 8.2. FQ assumes no liability to the FQ test hotel or the FQ test person for the breaking or fulfilling resp. of a concluded accommodation contract, for whatever reason (e.g. illness, accident of the FQ test person or overbooking of the FQ test hotel).
- 8.3. FQ is not liable to the FQ test person for a possible inadequate choice of FQ test businesses.
- 8.4. FQ test businesses note that FQ is not liable for false or incomplete statements or ratings made by FQ test persons. This is regardless of FQ's right to delete any comments that seem obnoxious, in your view immoral or insulting without giving a reason anytime. FQ is also not liable for the quality and suitability of the test persons for making the quality ratings.
- 8.5. FQ testers note that they can be confronted by the FQ test business for false statements.

## 9. Fees and Payment Conditions:

9.1. Test hotels pay the following annual membership fees depending on the hotel category:

Category	Annual EUR
5-star superior hotel	2.100,-
5-star hotel	1.800,-
4-star superior hotel	1.500,-
4-star hotel	1.200,-
3-star superior hotel	900,-
3-star hotel	600,-

The respective membership fees are net, exclusive of the legal value added tax and must be paid annually in advance, within 30 days after registration or prolongation of the contract.

9.2. For test persons an annual membership fee of EUR 19.90 incl. value added tax applies. The fee must be paid annually and in advance, at registration or at the time of the prolongation of the contract.

9.3. In case of delay of payment the legal default charges and a reminder fees incur:

1. reminder EUR 5
2. reminder EUR 10

9.4. FQ test businesses and FQ testers are informed in writing of changes to these General Terms and Conditions, the services provided and the fees applicable, by an e-mail to the e-mail address last provided by them in writing. Changes are deemed accepted, if the test business or the tester resp. does not express their objection in writing within 30 days after announcement. In case of objection from the side of the test business or tester resp. they have the right, to terminate the contractual relationship with FQ at the time when the not accepted changes to the General Terms and Conditions come into effect.

9.5. Austrian law applies.