

**CERTIFICATE OF ACCOMMODATION PACKAGE  
(PROMISSORY NOTE)**

Date: \_\_\_\_\_ 2024

This certificate of accommodation package (promissory note) (the '**Certificate**') is issued on the date referred to above by

**Holladihoo GmbH**, a company duly established and existing under the laws of the Republic of Austria, registered in the Commercial Register of the Republic of Austria under registration number FN 583216x, address Fischertratten 3, 9853 Gmünd/Kärnten, Austria, e-mail address [booking@lmhotel.at](mailto:booking@lmhotel.at) (the '**Issuer**'), acting as the sole operator of **Locus Malontina Hotel** ([www.lmhotel.at](http://www.lmhotel.at)) in Fischertratten, Austria (the '**Hotel**'),

**TO AND FOR THE BENEFIT OF:**

Name: \_\_\_\_\_

Date of birth / registry code: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

(hereinafter: the '**Entitled Person**')

**This is to certify that the Entitled Person has acquired from the Issuer an accommodation package with a total value of 10,000 euros (ten thousand euros) and has fully paid for it in cash or by wire transfer in the amount of 10,000 euros.**

**The accommodation package entitles the Entitled Person to 20 weeks of accommodation in a double room in the Hotel, subject to the terms and conditions specified below.**

**The Certificate is valid for a period of 10 calendar years starting from and including the year of the issuance of this Certificate.**

**Any and all unused accommodation periods shall be fully refundable to the Entitled Person on terms and conditions specified below.**

TERMS AND CONDITIONS OF THE CERTIFICATE

**1. Service Guaranteed under the Certificate.** Under this legally binding Certificate the Issuer undertakes the following towards the Entitled Person and the Entitled Person has the right to the following services:

1.1. The Entitled Person (and his/her one guest) shall have the right to stay in a double room of the Hotel during the term of this Certificate (i.e. 10 years) in total for a period of 20 weeks, divided into 2-weeks periods to be used during each calendar year for 10 consecutive years. The first calendar year shall be the year of issuance of this Certificate. During each calendar year, the Entitled Person is entitled (but not obliged) to use a period of up to 2 weeks for accommodation in the Hotel. The costs and fees for accommodation (including all applicable taxes) have been fully paid for by the Entitled Person and are included package price of 10,000 EUR paid by the Entitled Person. The accommodation package includes the right to use a double room with customary room and cleaning services, check-in time at 2 p.m. and check-out time 12 a.m. (local time), no foods or beverages included. No extra charges, taxes or fees shall be applicable for the accommodation services to be provided under this Certificate.

1.2. The Entitled Person shall have the right to assign and transfer his/her accommodation rights in part or in full (either for the respective year or for the entire term of the Certificate) under this Certificate to any third person by notifying the Issuer thereof in writing. Upon assignment and transfer of the right to another person, the Issuer shall provide the relevant services to the person designated by the Entitled Person.

1.3. If, during any respective year, the Entitled Person does not use its annual accommodation rights in full, the unused weeks of accommodation right shall be automatically postponed to and shall become useable during the following calendar year(s). **However, if so requested by the Entitled Person between 31 December of the ongoing calendar year and 15 January of the immediately following year (by making a written refund request to the Issuer), the unused weeks of accommodation of the relevant year shall be fully refunded to the Entitled Person in cash by making a wire transfer to the Entitled Person's current account indicated in the refund request. The refund amount shall be equal to 500 EUR per each unused week (i.e. 1000 EUR in total, if refund will occur in respect of a 2-week period per annum) and shall be transferred to the Entitled Person's account within 14 days after the end of the relevant calendar year.** No interest or other fees are payable on any refund amounts.

1.4. The minimum period of accommodation service to be used under this Certificate is 1 week at a time (if a room is booked for a shorter period, it shall be deemed that 1 week of accommodation service has been used).

1.5. Any postponed accommodation periods from the previous calendar years for which no refund has been requested can be used freely during any following calendar year, subject to availability. In case of availability, the Issuer shall allow the Entitled Person to use upon latter's request also the accommodation rights from and on account of the following yearly periods (in the latter case, the prematurely used accommodation services shall reduce the remaining accommodation weeks starting from the end of the 10-year period of the Certificate).

**2. Reservations & Bookings.** The Entitled Person shall have the right to use his/her accommodation right at freely chosen time during each respective calendar year, subject to availability. In respect of accommodation for year 2024, reservations can be made starting from 1 January 2024. Reservations shall be made via e-mail [booking@lmhotel.at](mailto:booking@lmhotel.at) or by phone (following a booking confirmation by e-mail), and shall be deemed to be made if availability and reservations dates are confirmed by an e-mail of Hotel's booking administrator. The 'first book, first served' principle shall be applied to the booking of the exact period of time. Reservations for each respective calendar year cannot be more than 18 months in advance (unless otherwise agreed with the Issuer). The Issuer and hotel shall always prefer the reservation and booking requests of the accommodation package holders.

**3. Amendments.** All amendments and supplements to this Certificate shall be valid only on the condition that these have been formalised in writing and signed by the Issuer and the Entitled Person.

**4. Notices and Electronic Communications.** Any notices and communications between the Issuer and the Entitled Person relating to the Certificate shall be made either by e-mail, registered mail or courier with proof of receipt. All reservations and booking by phone shall remain subject to booking confirmation by e-mail.

**5. Governing Law and Dispute Resolution.** This Certificate shall be governed by and construed in accordance with the laws of Austria. All disputes, contradictions or claims arising from or in connection with the Certificate shall be settled by amicable negotiations. If the Parties fail to settle a dispute within reasonable time, the dispute shall be referred to and settled by Austrian courts.

**Signatures:**

The Issuer:

\_\_\_\_\_   
 Rimm Ehaste, (Holladihoo GmbH)

I hereby agree to the terms and conditions of the Certificate and acknowledge that such terms form an agreement between myself and Holladihoo GmbH:

The Entitled Person:

\_\_\_\_\_   
 /full name and signature in handwriting/