

GENERAL TERMS AND CONDITIONS

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§ 1 Scope of application

1.1 These General Terms and Conditions for the Hotel Industry (AGBH) replace the previous ÖHVB in the version of 23 September 1981.

1.2 The AGBH do not exclude special agreements and are subsidiary to agreements made in detail.

1.3 The GTCB only apply to bookings made via the B2B portal of SkiWelt Wilder Kaiser - Brixental.

§ 2 Definitions

2.1 Definitions: "Proprietor": means a natural or legal person who accommodates guests for remuneration. "Guest": is a natural person who makes use of accommodation. As a rule, the guest is also the contracting party. Those persons who arrive with the contracting party (e.g. friends, family members, etc.) shall also be deemed to be guests. "Party": means a natural or legal person in Austria or abroad who concludes an accommodation contract as a guest or on behalf of a guest. "Consumer" and "Entrepreneur": The terms shall be understood in the sense of the Consumer Protection Act 1979 as amended. "Accommodation contract": Is the contract concluded between the accommodation provider and the contracting party, the content of which is regulated in more detail below.

§ 3 Conclusion of contract - deposit

3.1 The contract shall always be concluded directly between the Proprietor and the Guest. The Tourism Association to which the respective Proprietor is affiliated shall only act as an intermediary via the B2B portal.

3.2 The Accommodation Agreement shall be concluded upon acceptance of the Party's order by the Proprietor. Electronic declarations shall be deemed to have been received if the party for whom they are intended can retrieve them under normal circumstances and they are received during the published business hours of the Proprietor.

3.3 The Proprietor shall be entitled to conclude the Accommodation Agreement on the condition that the Party makes a down payment. In such case, the Proprietor shall be obliged to inform the Party of the required down payment before accepting the written or oral order of the Party. If the Party agrees to the down payment (in writing or orally), the Accommodation Agreement shall be concluded upon receipt by the Proprietor of the Party's declaration of consent to the payment of the down payment.

3.4 The Party shall pay the down payment no later than 7 days (receipt) prior to the accommodation. The Party shall bear the costs of the money transaction (e.g. transfer charges). For credit and debit cards, the respective conditions of the card companies apply.

3.5 The deposit is a partial payment on the agreed fee.

§ 4 Beginning and end of accommodation

4.1 Unless the Proprietor offers a different time of occupancy, the Party shall be entitled to occupy the rented rooms as of 4.00 p.m. on the agreed day ("day of arrival").

4.2 If a room is occupied for the first time before 6.00 a.m., the previous night shall count as the first overnight stay.

4.3 The rented rooms shall be vacated by the Party by 12.00 noon on the day of departure. The Proprietor shall be entitled to charge for an additional day if the rented rooms are not vacated in due time.

§ 5 Withdrawal from the accommodation contract - cancellation fee

Cancellation by the Proprietor

5.1 If the Accommodation Agreement provides for a down payment and if the down payment has not been made by the Party in due time, the Proprietor may withdraw from the Accommodation Agreement without granting a grace period.

5.2 If the Guest fails to arrive by 6 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to accommodate the Guest unless a later date of arrival has been agreed.

5.3 If the contracting party has made an advance payment (see 3.3), on the other hand, the premises shall remain reserved until 12.00 noon on the day after the day of arrival at the latest. If more than four days have been paid in advance, the obligation to accommodate shall end from 6.00 p.m. of the fourth day, with the day of arrival being counted as the first day, unless the guest gives notice of a later day of arrival.

5.4 The Accommodation Agreement may be terminated by the Proprietor for objectively justified reasons by means of a unilateral declaration no later than 3 months before the agreed date of arrival of the Party, unless otherwise agreed.

5.5 In exceptional cases, offers may be presented incorrectly. Obvious errors and mistakes (including misprints) may be reported by the landlord within 3 days of the booking being made and the booking amended accordingly. All special offers and promotions are marked as such. If they are not marked as such, guests cannot draw any rights from them if they are obvious errors. In this case, the guest has the option of accepting the booking at the adjusted offer or cancelling it free of charge.

Cancellation by the Party - cancellation fee

Unless otherwise stated during the booking process and on the confirmation, the conditions below apply in the event of cancellation.

5.6 Up to 3 months before the agreed date of arrival of the guest at the latest, the accommodation contract may be cancelled by unilateral declaration by the contracting party without payment of a cancellation fee.

5.7 Outside the period stipulated in § 5.6, cancellation by unilateral declaration by the Party shall only be possible upon payment of the following cancellation fees:

- Up to 1 month before the date of arrival 40 % of the total arrangement price.
- Up to 1 week before the date of arrival 70 % of the total package price.
- In the last week before the arrival date 90% of the total package price.
- One day before the day of arrival, on the day of arrival itself and in the event of a "no show", 100% of the total package price.

Impediments to arrival

5.8 If the Party is unable to arrive at the accommodating establishment on the day of arrival due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, floods, etc.), the Party shall not be obliged to pay the agreed remuneration for the days of arrival.

5.9 The obligation to pay for the booked stay shall be revived from the time of arrival if the arrival becomes possible again within three days.

§ 6 Provision of substitute accommodation

6.1 The Proprietor may provide the Party or the guests with adequate substitute accommodation (of the same quality) if this is reasonable for the Party, especially if the deviation is minor and objectively justified.

6.2 An objective justification is given, for example, if the room(s) has (have) become unusable, already accommodated guests extend their stay, there is an overbooking or other important operational measures necessitate this step.

6.3 Any additional expenses for the substitute accommodation shall be borne by the Proprietor.

§ 7 Rights of the Party

§ 8 Obligations of Party

8.1 The Party shall be obliged to pay the agreed remuneration plus any additional amounts due to the separate use of services by the Party and/or the accompanying guests, plus statutory VAT, by the time of departure at the latest.

8.2 The Proprietor shall not be obliged to accept foreign currencies. If the Proprietor accepts foreign currencies, these shall be accepted in payment at the exchange rate of the day if possible. If the Proprietor accepts foreign currencies or cashless means of payment, the Party shall bear all related costs, e.g. enquiries with the credit card company, etc.

8.3 The Party shall be liable to the Proprietor for any damage caused by the Party or the Guest or any other persons who accept the Proprietor's services with the knowledge or will of the Party.

§ 9 Rights of the Proprietor

9.1 If the Party refuses to pay the agreed remuneration or is in arrears therewith, the Proprietor shall be entitled to the statutory right of retention pursuant to Section 970c of the Austrian Civil Code (ABGB) as well as the statutory right of lien pursuant to Section 1101 of the Austrian Civil Code (ABGB) on the items brought in by the Party or the Guest. The Proprietor shall furthermore be entitled to this right of retention or lien to secure its claim under the Accommodation Agreement, in particular for catering, other expenses incurred on behalf of the Party and for any claims for compensation of any kind.

9.2 If the service is requested in the Party's room or at unusual times of the day (after 8 p.m. and before 6 a.m.), the Proprietor shall be entitled to charge a special fee for this. However, this extra charge shall be indicated on the room rate table. The Proprietor may also refuse these services for operational reasons.

9.3 The Proprietor shall be entitled to invoice or interim invoice its services at any time.

§ 10 Duties of the Proprietor

10.1 The Proprietor shall be obliged to provide the agreed services to an extent corresponding to its standard.

10.2 Special accommodation services of the Proprietor that are not included in the accommodation fee are exemplary:

- a) Special accommodation services that may be charged separately, such as the provision of sauna, indoor pool, swimming pool, solarium, garaging, etc.
- b) A reduced price will be charged for the provision of additional beds or children's beds.

§ 11 Liability of the Proprietor for damage to brought-in items

11.1 The Proprietor shall be liable pursuant to Sections 970 et seq. of the Austrian Civil Code (ABGB) for the items brought in by the Party. The Proprietor shall only be liable if the items have been handed over to the Proprietor or the persons authorised by the Proprietor or have been brought to a place instructed or designated by the Proprietor. If the Proprietor is unable

to furnish proof, the Proprietor shall be liable for his own fault or the fault of his staff as well as of the persons leaving and arriving. Pursuant to § 970 para. 1 ABGB (Austrian Civil Code), the accommodation provider shall be liable at most up to the amount stipulated in the Federal Act of 16 November 1921 on the Liability of Innkeepers and Other Entrepreneurs, as amended. If the Party or the Guest does not immediately comply with the Proprietor's request to deposit their belongings in a special place of safekeeping, the Proprietor shall be released from any liability. The amount of any liability of the Proprietor shall be limited to a maximum of the liability insurance sum of the respective Proprietor. Any fault of the Party or Guest shall be taken into account.

11.2 The Proprietor shall not be liable for slight negligence. If the Party is an Entrepreneur, liability for gross negligence shall also be excluded. In this case, the Party shall bear the burden of proof for the existence of fault. Consequential or indirect damages as well as lost profits shall not be compensated under any circumstances.

11.3 The Proprietor shall only be liable for valuables, money and securities up to the amount of currently € 550. The Proprietor shall only be liable for any damage exceeding the aforementioned amount in the event that the Proprietor has taken over such items for safekeeping with knowledge of their condition or in the event that the damage was caused by the Proprietor himself or one of his staff. The limitation of liability pursuant to 12.1 and 12.2 shall apply *mutatis mutandis*.

11.4 The Proprietor may refuse the safekeeping of valuables, money and securities if the items in question are considerably more valuable than the items usually given into safekeeping by the Guests of the accommodating establishment concerned.

11.5 In any case of assumed safekeeping, liability shall be excluded if the Party and/or Guest fails to notify the Proprietor without undue delay of the damage incurred upon becoming aware thereof. Moreover, such claims shall be asserted in court within three years from the date of knowledge or possible knowledge by the Party and/or Guest; otherwise the right shall be extinguished.

§ 12 Limitation of liability

12.1 If the Party is a Consumer, the Proprietor shall not be liable for slight negligence, except for personal injury.

12.2 If the Party is an Entrepreneur, the Proprietor shall not be liable for slight and gross negligence. In this case, the Party shall bear the burden of proof for the existence of fault. Consequential damage, immaterial damage or indirect damage as well as lost profits shall not be compensated. The damage to be compensated shall in any case find its limit in the amount of the trust interest.

§ 13 Keeping of animals

13.1 Animals may only be brought to the accommodating establishment with the prior consent of the Proprietor and, if applicable, against special remuneration.

13.2 The Party bringing an animal shall be obliged to keep or supervise such animal properly during its stay or to have it kept or supervised by suitable third parties at its own expense.

13.3 The contracting party or guest taking an animal with them must have appropriate animal liability insurance or private liability insurance which also covers possible damage caused by animals. Proof of such insurance shall be provided upon request by the Proprietor.

13.4 The Party or its insurer shall be jointly and severally liable to the Proprietor for any damage caused by animals brought along. The damage shall in particular also include any compensation payments to be made by the Proprietor to third parties.

13.5 Animals shall not be allowed in the lounges, public rooms, restaurant rooms and wellness areas.

§ 14 Extension of the accommodation

14.1 The Party shall not be entitled to have its stay extended. If the Party gives notice of its wish to extend the stay in due time, the Proprietor may agree to the extension of the Accommodation Agreement. The Proprietor shall not be obliged to do so.

14.2 If the Party is unable to leave the accommodating establishment on the day of departure due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, floods, etc.), the Accommodation Agreement shall be automatically extended for the duration of the impossibility of departure. A reduction of the fee for this period shall only be possible if the Party is unable to make full use of the services offered by the accommodating establishment due to the extraordinary weather conditions. The Proprietor shall be entitled to demand at least the fee that corresponds to the price usually charged in the low season.

§ 15 Termination of the Accommodation Agreement Contractual Partner - Early Termination

15.1 If the Accommodation Agreement has been concluded for a fixed term, it shall end upon expiry of the term.

15.2 If the Party departs early, the Proprietor shall be entitled to claim the full agreed remuneration. The Proprietor shall deduct what it has saved as a result of the non-utilisation of its service offer or what it has obtained by letting the booked rooms to other parties. A saving shall only be deemed to exist if the accommodation provider is fully occupied at the time of the non-utilisation of the rooms ordered by the guest and the room can be let to further guests due to the cancellation of the contracting party. The burden of proof of the savings shall be borne by the contracting party.

15.3 The death of a Guest shall terminate the contract with the Proprietor.

15.4 If the Accommodation Agreement has been concluded for an indefinite period of time, the Parties may terminate the Agreement until 10.00 a.m. of the third day before the intended end of the Agreement.

15.5 The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect for good cause, in particular if the Party or the Guest

a) makes a considerably disadvantageous use of the Premises or, by his inconsiderate, offensive or otherwise grossly improper behaviour, makes living together unpleasant for the other Guests, the Owner, his staff or third parties staying at the accommodating establishment or is guilty of a punishable offence against property, morality or physical safety towards these persons;

b) is afflicted with a contagious disease, an illness which extends beyond the period of accommodation or otherwise becomes in need of care;

c) fails to pay the submitted invoices when due within a reasonably set period (3 days).

15.6 If the performance of the Agreement becomes impossible due to an event deemed to be force majeure (e.g. acts of God, strike, lockout, official orders, etc.), the Proprietor may terminate the Accommodation Agreement at any time without observing a notice period, unless the Agreement is already deemed terminated by law or the Proprietor is released from its obligation to provide accommodation. Any claims for damages, etc. of the Party shall be excluded.

§ 16 Illness or Death of the Guest

16.1 If a Guest falls ill during his/her stay at the accommodating establishment, the Proprietor shall arrange for medical care at the Guest's request. If there is imminent danger, the Proprietor shall arrange for medical care even without the specific request of the Guest, in particular if this is necessary and the Guest is not able to do so himself/herself.

16.2 As long as the Guest is not able to make decisions or the relatives of the Guest cannot be contacted, the Proprietor shall arrange for medical treatment at the expense of the Guest. However, the scope of these care measures shall end at the time when the Guest is able to make decisions or the relatives have been notified of the case of illness.

16.3 The Proprietor shall be entitled to compensation from the Party and the Guest or, in the event of death, from their legal successors, in particular for the following costs:

- a) outstanding medical costs, costs for ambulance transport, medication and medical aids;
- b) room disinfection that has become necessary;
- c) linen, bedding and bed furnishings that have become unusable, otherwise for the disinfection or thorough cleaning of all these items;
- d) restoration of walls, furnishings, carpets, etc., insofar as these have been contaminated or damaged in connection with the illness or death;
- e) room rent, insofar as the premises were occupied by the guest, plus any days of unusability of the rooms due to disinfection, evacuation or similar reasons
- f) any other damages incurred by the accommodation provider.

§ 17 Place of performance, place of jurisdiction and choice of law

17.1 The place of performance shall be the place where the accommodating establishment is located.

17.2 This Agreement shall be governed by Austrian formal and substantive law to the exclusion of the rules of private international law (esp. IPRG and EVÜ) as well as the UN Convention on Contracts for the International Sale of Goods.

17.3 The exclusive place of jurisdiction for bilateral business transactions shall be the registered office of the Proprietor, whereby the Proprietor shall also be entitled to assert its rights at any other local and competent court.

17.4 If the Accommodation Agreement has been concluded with a Party that is a consumer and has its domicile or habitual residence in Austria, legal actions against the consumer may only be brought at the consumer's domicile, habitual residence or place of employment.

17.5 If the Accommodation Agreement was concluded with a Party who is a consumer and has his or her place of residence in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the court having local and subject-matter jurisdiction for the place of residence of the consumer shall have exclusive jurisdiction for actions against the consumer.

§ 18 Miscellaneous

18.1 Unless the above provisions provide otherwise, the term shall commence upon delivery of the document setting the term to the contracting parties who are obliged to observe the term. If a time limit is calculated on the basis of days, the day on which the point in time or the event falls according to which the start of the time limit is to be determined shall not be included in the calculation. Time limits determined by weeks or months shall refer to that day of the week or month which by its name or number corresponds to the day from which the time limit is to be counted. If this day is missing in the month, the last day in this month shall be decisive.

18.2 Declarations shall be received by the other Party on the last day of the term (midnight).

18.3 The Proprietor shall be entitled to set off its own claims against the Party's claims. The Party shall not be entitled to set off its own claims against claims of the Proprietor unless the Proprietor is insolvent or the Party's claim has been determined by a court or acknowledged by the Proprietor.

18.4 In the event of loopholes, the relevant statutory provisions shall apply.

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