

General Terms and Conditions (GTC) for the [intermediation](#) of accommodation services

1. General

1.1. The Alpbach Tourismus GmbH (hereinafter **ATG**) enables users of the booking website (hereinafter **guest**) to submit enquiries to ATG regarding accommodation services provided by third parties (hereinafter **accommodation**) and – if confirmed – to receive a binding commitment from ATG that the accommodation will enter into an accommodation contract with the guest.

The accommodation contract is concluded between the guest and the relevant accommodation provider. ATG acts solely as an intermediary between the guest and the relevant accommodation provider and is not a party to the accommodation contract.

1.2. Terms

Accommodation service refers to the provision of a room and all associated services, such as sleeping arrangements, sanitary facilities, cleaning of the accommodation and, where applicable, additional services such as breakfast, other meals or other services. The details of the accommodation service, including the nature and scope of the services provided, follow the terms and conditions of the specific booking.

The **room rate** includes accommodation, breakfast and all charges (in particular the tourist tax) and taxes (in particular VAT) for one night.

Accommodation charge refers to the room rate for the entire duration of the booked stay.

Additional costs refer to charges for extra services booked on site, such as spa treatments, minibar items, etc.; these are not included in the room rate.

Cancellation fees are charged and payable only on the basis of single occupancy for the booked unit (room, suite, apartment).

Service fee refers to an amount shown on the ATG booking page, which is payable by the guest to ATG. The service fee is in consideration for the provision of the booking page and ATG's administrative services. The service fee is payable regardless of whether an accommodation contract is concluded and is due for payment upon confirmation of the reservation. It is non-refundable in the event of cancellation of the booking by the guest.

2. Scope

2.1. These General Terms and Conditions (GTC) govern the contractual relationship between ATG and the guest regarding ATG's intermediary agency services and the Guest's use of the booking website. ATG does not accept any deviating contractual declarations or provisions from the Guest, unless ATG agrees to their validity in writing.

3. Role of the ATG, process and contract conclusion

3.1. By submitting a booking enquiry, the guest makes a binding offer to the relevant accommodation provider (represented by ATG) to (a) enter into an accommodation contract with the accommodation provider and (b) – in the event that ATG confirms the booking – to pay the service fee to ATG no later than upon confirmation of the booking. Unless otherwise stipulated in these General Terms and Conditions, the General Terms and Conditions for the Hotel Industry (AGBH 2006) (as published by the Austrian Chamber of Commerce WKÖ) are hereby agreed upon for the accommodation contract.

3.2. ATG will confirm the booking to the guest by email (sent to the email address provided by the guest during the booking process) within a maximum of 8 working days of the booking enquiry being submitted. With this confirmation of the booking, ATG (on behalf of and acting for the accommodation provider) undertakes that the accommodation provider will enter into an accommodation contract with the guest based on the details of the guest's booking (in particular the period, room rate and room category). If the booking is not confirmed, neither the guest nor the accommodation provider is obliged to enter into an accommodation contract.

4. Cancellations and requests for changes

4.1. Once a booking has been confirmed, the guest is only entitled to cancel their confirmed booking (cancellation) upon payment of the cancellation fee shown on the ATG booking page during the booking process.

The cancellation fee is calculated as follows: Up to and including 7 weeks before arrival cancellation is free of charge; up to and including 5 weeks before arrival 30% of the accommodation cost; up to and including 1 week before arrival 70% of the accommodation cost; from 1 week before arrival 90% of the accommodation cost. This cancellation fee is also payable if the guest fails to arrive at the landlord's accommodation without cancelling (no-show). A cancellation is deemed to have been made in good time if it is received by ATG before the expiry of the above deadline.

The cancellation fee is calculated based on the total cost of the stay (= room rate for the entire booking period).

4.2. Cancellations of the booking or requests for changes to it must be notified to ATG in writing or by email to [**info@alpbach.at**](mailto:info@alpbach.at).

5. Accommodation costs

5.1. All prices listed on the booking page are provided on behalf of and in the name of the respective accommodation and include all charges (in particular the tourist tax) and taxes (in particular VAT). The accommodation charge and any additional costs must be paid by the guest directly at the accommodation. The payment methods accepted on site (e.g. cash, debit or credit card) are subject to the terms and conditions of the respective accommodation.

6. Payment procedure

6.1. The guest undertakes to provide ATG with a credit card number at the time of booking and to ensure that there are sufficient funds in their credit card account. ATG uses Saferpay as a service provider to process payments; the guest consents to the use of this service provider and to the transfer of data to it.

6.2. The guest authorises ATG to charge the service fee to this credit card.

6.3. In accordance with clause 5 of these Terms and Conditions, the guest shall pay for the services owed under the accommodation contract (in particular the accommodation charge and additional costs) directly on site at the accommodation. In the exceptional event that accommodation providers do not accept certain credit cards (e.g. AMEX), but ATG has concluded agreements with these credit card companies, ATG agrees – subject to an arrangement to be made with the guest on a case-by-case basis – to collect the accommodation fee via this credit card and forward it to the accommodation provider on behalf of the guest.

6.4. The credit card also serves to secure the accommodation against any claims arising from the accommodation contract. The guest authorises ATG – on behalf of and acting for the accommodation provider and through the payment service provider – to debit from the credit card those amounts notified by the accommodation provider which, in accordance with the accommodation provider's instructions, are owed by the guest under or in connection with the accommodation contract (including any cancellation fees, e.g. in the event of a no-show).

7. Guest obligations and liability

7.1. The guest undertakes to provide complete and accurate information when submitting booking enquiries.

7.2. The guest must ensure that the payment methods provided by them are valid and have sufficient funds to cover their payment obligations under this contract.

7.3. The guest shall be liable to ATG for any damage caused by their improper or unlawful use of the booking site.

7.4. Furthermore, the guest shall be liable to ATG for any damage arising from a breach of the accommodation contract to be concluded with the accommodation provider which – for whatever reason – gives rise to claims by the accommodation provider against ATG.

8. ATG liability

8.1. ATG's liability arising out of or in connection with this contract is – unless the matter concerns personal injury – limited to cases of wilful misconduct or gross negligence.

8.2. ATG shall not be liable for: (a) the availability, quality or nature of the services provided by the accommodation; (b) any loss or damage resulting from a breach of the accommodation contract; and (c) any errors, interruptions or delays in the technical functionality of the booking website.

8.3. Any claims or disputes relating to the accommodation service must be settled exclusively between the guest and the accommodation provider.

8.4. ATG is entitled to agree on remuneration for its services with the accommodation provider as well.

9. Obvious misprints or calculation errors

9.1. ATG is entitled to correct any obvious printing, typing or calculation errors on the booking page or in communications with the guest. In such cases, ATG reserves the right, on behalf of and at the request of the relevant accommodation provider, to amend the booking accordingly or, if necessary, to cancel the booking. In this case, the guest will not incur any costs.

9.2. Any correction or cancellation shall be made immediately upon discovery of the error. ATG shall inform the guest of the changes made or the cancellation without delay.

10. Applicable law and jurisdiction

10.1. All disputes arising out of or in connection with this agreement shall be governed exclusively by Austrian substantive law (to the exclusion of the UN Convention on international sale of goods).

10.2. The exclusive place of jurisdiction shall be the court with local and subject-matter jurisdiction over Alpbach, provided this does not conflict with the statutory consumer jurisdiction rules.

11. Severability clause

Should any provision of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that most closely approximates the economic purpose of the invalid provision.