

General Terms and Conditions (GTC) for the sale of accommodation services by ATG (Incoming)

1. General

1.1 Alpbach Tourismus GmbH (ATG) offers accommodation services in its own name via its booking website, whereby ATG engages qualified third parties – namely the hotels/accommodation providers listed on the booking website (hereinafter accommodation) – as vicarious agents to provide these services. The contracting party (hereinafter guest) makes a booking via the booking page, thereby concluding an accommodation contract between ATG and the guest.

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 the guest's purchase of accommodation services from ATG and the guest's use of the booking website. ATG does not accept any deviating contractual declarations or terms and conditions from the guest, unless ATG agrees to their validity in writing.

3. Procedure and conclusion of the contract

3.1. By submitting the booking enquiry, the guest makes a binding offer to ATG (a) to conclude an accommodation contract with ATG on the terms and conditions set out in these General Terms and Conditions and in relation to the accommodation selected by the guest, and (b) – in the event that ATG accepts the offer – to pay the service fee to ATG no later than upon acceptance of the booking offer. Unless otherwise provided for in these General Terms and Conditions, the General Terms and Conditions for the Hotel Industry (AGBH 2006) (as published by the Austrian Federal Economic Chamber) are hereby agreed for the accommodation contract.

3.2. ATG shall confirm the booking to the guest by email (sent to the email address provided by the guest when making the booking enquiry) within a maximum of 8 working days of the booking enquiry being submitted. Upon confirmation of the booking, the accommodation contract between ATG and the guest shall come into effect based on the details set out in the guest's booking enquiry (in particular the period, room rate and room category). If the booking is not confirmed or is expressly rejected, no contract shall come into effect and the service fee shall not be payable.

4. Cancellations and requests for changes

4.1. Once the booking has been confirmed, the guest is only entitled to withdraw from the accommodation contract (**cancellation**) upon payment of the following cancellation fee:

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. Payment process

5.1. 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.

5.2. The guest authorises ATG (including through the use of payment service providers such as Saferpay) to debit from this credit card the amounts owed arising from and in connection with the contractual relationship, in particular the accommodation charge, any additional costs and the service fee. The accommodation fee will be debited upon confirmation of the booking and is a condition of the conclusion of the contract (full advance payment by the guest).

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. Guests' obligations and liability

6.1. The provisions of the General Terms and Conditions for the Hotel Industry (AGBH 2006) shall apply, unless otherwise agreed in these Terms and Conditions.

6.2. The guest is liable for any damage caused by their misuse or unlawful use of the booking site.

6.3. The guest undertakes to treat the booked room and all other areas of the accommodation with care and respect. The guest shall be liable for any damage caused by improper use or wilful misconduct. This also applies to damage caused by the guest's travelling companions or visitors.

6.4. If the service booked with ATG is significantly impaired as a result of a defect, the guest must notify ATG or the accommodation provider of the defect without delay, so that ATG (or the accommodation provider on behalf of ATG) is still able to rectify the defect.

6.5. If the guest fails to report a defect during their stay, any claim for a reduction in price is excluded.

6.6. Claims arising from the non-contractual provision of services booked with ATG must be made in writing within six months of the contractually agreed end of the stay. Once this period has expired, the guest may only make a claim if they were prevented from meeting the six-month deadline through no fault of their own.

7. ATG obligations and liability

7.1. The provisions of the General Terms and Conditions for the Hotel Industry (AGBH 2006) shall apply, unless otherwise agreed in these Terms and Conditions.

7.2. ATG shall not be liable for: (a) features of the booked accommodation that go beyond the contractually agreed service; (b) any additional services (availability, quality, etc.) booked by the guest on site at the accommodation and which are not part of the accommodation service booked via the booking site; (c) damage caused by circumstances attributable to the guest (e.g. improper use of the room, breaches of house rules); (d) damage caused by force majeure; (e) errors, interruptions or delays in the technical functionality of the booking site.

8. Force majeure

8.1. Events of force majeure include, in particular but not limited to, natural disasters (e.g. earthquakes, floods, storms), epidemics, pandemics (Covid-19), war, terrorist attacks, political unrest, official orders or measures,

strikes, energy or resource shortages, and disruptions to telecommunications or infrastructure that render the provision of accommodation services impossible.

8.2. In cases of force majeure, both ATG and the guest shall be released from their obligations under this contract, provided that the guest has not yet made use of the accommodation service, either in full or in part.

8.3. Any sums already paid for services booked with ATG that could not be used due to force majeure will be refunded to the guest.

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 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.