

General Terms & Conditions (GTC)

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§ 1 Legal Scope

The following General Terms & Conditions apply to all offers, reservations and contracts with respect to all accommodations that are rented out by Alps Residence Holidayservice GmbH.

§ 2 Definition of Terms

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| Lodging Provider: | Is a natural or legal person who provides lodgings to guests in exchange for remuneration. |
| Guest: | Is a natural person who avails himself of lodgings. As a rule, the Guest is simultaneously the Contractual Partner. A Guest is also deemed to be any persons who arrive with the Contractual Partner (e.g.: family members, friends, etc.) |
| Contractual Partner: | Is a natural or legal person, either Austrian or foreign, who enters into a Lodging Agreement as a Guest or on behalf of a Guest. |
| Lodging Agreement: | Is the contract entered into between the Lodging Provider and the Contractual Partner, the content of which is further stipulated as follows. |

§ 3 Conclusion of the Contract – Deposit

The Lodging Agreement comes into effect upon acceptance of the order from the Contractual Partner by the Lodging Provider. Electronic declarations are deemed to have been received if the party for whom they are intended will be able to access them under normal circumstances and during the Lodging Provider's commonly known hours of business.

Upon commencement of the booking period, the accommodations may no longer be handed over for use or the use thereof be relinquished other than to those persons cited in the agreement, unless this is expressly stipulated in writing between the parties. Up until commencement of the booking period, you may demand that third parties enter into the rights and obligations deriving from the contract. In that case, you as well as the new lodger will be jointly liable for the cost of the stay as well as any supplemental charges. In order to cover administrative efforts and associated costs, you will be charged a flat rate of €15.

The Lodging Provider is entitled to enter into the Lodging Agreement subject to the Contractual Partner paying a deposit. In such a case, the Lodging Provider is required to inform the Contractual Partner about the required deposit prior to acceptance of the Contractual Partner's written or oral order. If the Contractual Partner declares his consent to the deposit (either orally or in writing), the Lodging Agreement comes into effect upon receipt of the consent declaration pertaining to payment of the deposit on the part of the Contractual Partner.

The deposit constitutes partial payment of the stipulated remuneration.

§ 4 Prices

Pursuant to the written booking confirmation, you are required to pay the price as stipulated. The only obligation with respect to the booking is the total price as stated in said confirmation. Price discounts and/or special offers may no longer be applied after the reservation confirmation has been sent. These must be specified at the time of reservation (by telephone) or entered (via the Internet).

All prices include value added tax unless stated to the contrary.

If, subsequent to conclusion of the contract and with an arrival date of more than 4 months hence, amended statutes have resulted in an increase in the rate of value added tax, the cost of the stay will be raised consistent with the percentage increase in the applicable value added tax rate.

Aside from the cost of the stay, costs for final cleaning and the laundry package (bedding and towels), local tourism taxes and/or miscellaneous fees as well as any potential costs associated with travel cancellation insurance purchased separately, shall be paid either prior to arrival or on-site.

§ 5 Commencement and Conclusion of Lodging

The Contractual Partner has the right, insofar as the Lodging Provider has not stipulated another time, to assume occupancy of the rented premises between 3 and 4 PM of the stipulated date ("arrival day").

If a chalet/apartment is first occupied prior to 6 AM, then the previous night will count as the first night of occupancy. The rented premises shall be vacated by the Contractual Partner by 10 AM of the departure date. The Lodging Provider is entitled to bill an additional day if the rented premises are not vacated punctually.

§ 6 Payments and Deposits

For reservations of a rental unit, a deposit equivalent to 30% of the total cost is required. The remaining amount due for the rental unit must have been deposited to the stipulated bank account by no later than 30 days prior to commencement of the stay.

With respect to reservations made within 4 weeks of the commencement of the stay, the full amount shall be paid within 14 days of reservation confirmation. In the event of delayed payment, Alps Residence Holidayservice GmbH will send a written reminder requiring payment within 7 days. If payment is still not made within that timeframe, the Lodging Provider may rescind the contract and you will be liable in full for related damages, including any costs associated with the reservation as well as dissolution of the contract. Any payments already received will be used to offset any cancellation penalties as well as associated processing expenses.

At the commencement of occupancy, the Lodging Provider will demand payment of a security deposit in the amount of € 0 to € 350 per rental unit. If no security deposit payment is received, the renter and his fellow occupants may be denied use of the accommodations.

If payment of the security deposit is late, the Lodging Provider is entitled to rescind the contract with immediate effect (cancellation).

The amount of the security deposit will be refunded upon departure, if the accommodations are relinquished in a proper, undamaged state. Potential claims for damages are not forfeited due to the refund of the security deposit.

§ 7 Withdrawal from the Lodging Agreement

Withdrawal by the Lodging Provider:

Should the Lodging Agreement require a deposit and if said deposit has not been remitted by the Contractual Partner, the Lodging Provider may withdraw from the Lodging Agreement without providing a grace period. If the Guest fails to appear by 9 PM of the stipulated arrival day, there exists no obligation to provide accommodations, other than if a later time of arrival has been stipulated. If the Contractual Partner has made a deposit, the accommodations shall remain reserved until no later than 12 noon of the day following the stipulated arrival date. If an advance payment has been made for more than 4 days, the lodging obligation expires at 6 PM of the fourth day, with the original arrival day calculated as the first day, other than if the Guest has provided notice of a later arrival day. Up to no later than 3 months prior to the stipulated arrival date of the Contractual Partner, the Lodging Agreement may be dissolved by means of unilateral declaration due to factually justified reasons, other than if an alternate agreement has been reached.

Withdrawal by the Contractual Partner:

Up to no later than one month prior to the stipulated arrival date, the Guest may dissolve the Lodging Agreement without payment of a cancellation penalty by means of a unilateral declaration on the part of the Contractual Partner.

Outside of the aforementioned time period, withdrawal by means of unilateral declaration on the part of the Contractual Partner is only possible pursuant to payment of the following cancellation charges:

Chalet Resorts:

Up to 30 days prior to arrival – free cancellation
29-14 days prior to arrival – 70% of the total cost
13-7 days prior to arrival – 90% of the total cost
6 days prior to arrival and NoShow – 100%

Apartments:

Up to 14 days prior to arrival – free cancellation
13-7 days prior to arrival – 90% of the total cost
6 days prior to arrival and NoShow – 100%

Impediments to Arrival:

If the Contractual Partner is unable to appear at the lodging establishment on the scheduled arrival date due to extraordinary unforeseeable circumstances (e.g. extreme snowfall, flooding etc.) which make all arrival options impossible, the Contractual Partner is not obligated to pay the agreed-upon sum for those days upon which he is unable to reach the lodging establishment.

§ 8 Pets

Pets may only be introduced into the lodging establishment pursuant to the prior consent of the Lodging Provider and subject to a fee between €15 and €25 per animal/night. The Contractual Partner who brings a pet is required to safekeep and supervise the animal in a proper manner during the stay, or to have the animal safekept and supervised by a third-party at his own expense. The Contractual Partner/Guest who brings a pet is required to have adequate animal liability insurance or private household insurance that covers potential damages caused by the pet. Proof of the required insurance must be presented if demanded by the Lodging Provider. The Contractual Partner and his insurer are liable jointly for potential damages caused by animals. In particular, such damage also includes replacement services which the Lodging Provider may be required to render to third parties. Pets are not permitted in restaurant spaces nor in the wellness area.

§ 9 Force Majeure

With respect to the Lodging Provider, force majeure pertains if he is unable to fulfill his contractual obligations – even temporarily – wholly or in part due to circumstances over which the Lodging Provider has no influence, for example danger due to war, labor strikes, blockades, fire, flooding as well as other disruptions or events.

§ 10 Obligations of the Contractual Partner

The Contractual Partner is required, by no later than the time of departure, to pay the stipulated remuneration together with additional sums which may have accrued due to use of special services by the Guest or his companions, as well as any statutory value added taxes. The Lodging Provider is not obligated to accept foreign currency. If the Lodging Provider does accept foreign currency, it will be accepted in payment as far as is possible in accordance with the official daily exchange rate. Should the Lodging Provider accept foreign currency or cashless methods of payment, the Contractual Partner shall bear all associated expenses, such as credit inquiries with credit card companies etc. The Contractual Partner is liable to the Lodging Provider for any and all damages caused by himself, the Guest or other persons who, with the knowledge or will of the Contractual Partner, have availed themselves of the services of the Lodging Provider.

§ 11 Rights of the Contractual Partner

By entering into a Lodging Agreement, the Contractual Partner acquires the right to customary use of the rented premises, the amenities of the lodging establishment that are usually available for guest use without special conditions, and to customary services. The Contractual Partner shall exercise his rights consistent with the hotel and/or guest code of conduct (house rules).

§ 12 Obligations of the Lodging Provider

The Lodging Provider is required to provide the stipulated services to their standard extent. Special services on the part of the Lodging Provider that must be expressly stipulated and which are not customarily included in lodging charges, may be:

- a) special services associated with lodging that may be billed separately, for example provision of a sauna, indoor pool, tanning studio etc.
- b) provision of rollaway beds or cots/cribs at a discounted price.

§ 13 Rights of the Lodging Provider

If the Contractual Partner refuses payment of the stipulated remuneration or is in arrears therewith, the Lodging Provider is entitled to assert his statutory rights of retention consistent with § 970c ABGB as well as statutory rights of lien consistent with § 1101 ABGB with respect to property introduced by the Contractual Partner or the Guest. These retention and/or lien rights may also be asserted by the Lodging Provider in order to secure his claims deriving from the Lodging Agreement, in particular for board, other expenses incurred on behalf of the Contractual Partner and for compensation claims of whatever nature. The Lodging Provider has the right to issue a bill or interim bill for his services at any time.

§ 14 Liability Limitations

If the Contractual Partner is a consumer, liability on the part of the Lodging Provider for slight negligence, with the exception of damage to persons, is excluded. If the Contractual Partner is a business, liability on the part of the Lodging Provider for slight as well as gross negligence is excluded. In such a case, the Contractual Partner bears the burden of proving culpability. Consequential damages, immaterial damages or indirect damages as well as lost earnings are not subject to compensation. Under whatever circumstances, the damages to be compensated shall be limited in their amount by the interest of the injured party in the existence of the agreement.

§ 15 Liability of the Lodging Provider for Damage to Items brought onto the Premises

The Lodging Provider is liable for items brought onto the premises by the Contractual Partner consistent with §§ 970 ff ABGB. Liability on the part of the Lodging Provider only obtains if the items were handed over to the Lodging Provider or to persons authorized by the Lodging Provider or if they were brought to a designated location or one specified by one of the aforementioned persons. Insofar as the Lodging Provider is unable to produce evidence to the contrary, the Lodging Provider is liable for his own culpable behavior or that of his people as well as that of persons entering or exiting the premises. The Lodging Provider is liable consistent with § 970 (1) ABGB up to the amount specified in the federal statute dated 16 November 1921 in its most current form pertaining to the liability of lodging providers and similar businesses. If the Contractual Partner or Guest does not immediately comply with the request of the Lodging Provider to place his property in a designated place of safekeeping, the Lodging Provider is indemnified from any and all liability. The amount of potential liability on the part of the Lodging Provider is limited by the maximum amount of liability coverage held by the Lodging Provider. Culpability on the part of the Contractual Partner or Guest shall be factored in. Liability on the part of the Lodging Provider for slight negligence is excluded. If the Contractual Partner is a business, liability for gross negligence is excluded. In such an instance, the Contractual Partner bears the burden of proving culpability. Consequential damages or indirect damages as well as lost earnings are not subject to compensation.

For valuables, money and securities, the Lodging Provider is only currently liable up to an amount of €550. The Lodging Provider is only liable for damages exceeding this amount in the eventuality that he was aware of the nature of the items at the time of safekeeping or if the damages were caused by himself or his people. The Lodging Provider may decline to provide safekeeping for valuables, money or securities if this involves significantly more valuable items than guests customarily hand over for safekeeping at the lodging establishment in question. Under whatever circumstances pertaining to the safekeeping of valuables, liability is excluded if the Contractual Partner and/or the Guest does not notify the Lodging Provider immediately upon becoming aware of the damages in question. Furthermore, such damage claims must be asserted within 3 years of the Contractual Partner or Guest becoming aware or potentially becoming aware of the damages; otherwise all rights shall lapse.

§ 16 Termination of the Lodging Agreement Premature Dissolution

If the Lodging Agreement was entered into for a specific time period, the agreement shall terminate upon expiration thereof. If the Contractual Partner departs prematurely, the Lodging Provider is entitled to demand the previously stipulated compensation in full. The Lodging Provider will deduct what he has saved by the Contractual Partner not availing himself of services or by renting out the ordered rooms to other parties. Savings shall only be considered to pertain, if the lodging establishment is fully booked at the time when the Guest does not avail himself of the lodgings and the lodgings can be rented out due to the cancellation by the Contractual Partner to other guests. The burden of proving such savings is borne by the Contractual Partner. The death of a guest automatically terminates the Lodging Agreement.

The Lodging Provider is entitled to terminate the Lodging Agreement with immediate effect due to important reasons, in particular if the Contractual Partner or Guest

- a) makes detrimental use of the rooms or if, as a consequence of their inconsiderate, offensive or other grossly inappropriate behavior, the comfort of other guests, the owner, his people or other persons living at the same lodging establishment suffers, or if the Contractual Partner or Guest is guilty of a threatened act against the property, morals or physical safety of the aforementioned persons;
- b) is afflicted by a contagious disease or by an illness that extends beyond the period of the Lodging Agreement, or otherwise becomes in need of care;
- c) fails to pay bills upon their becoming due pursuant to a reasonable grace period (3 days).

If it becomes impossible to fulfill the Lodging Agreement due to an instance of force majeure (e.g.: natural events, strikes, lockouts, official decrees etc.), the Lodging Provider may dissolve the Lodging Agreement at any time without provision of a notice period, insofar as the agreement is not already deemed by law to have been dissolved, or the Lodging Provider has been indemnified of his accommodation obligations. Potential claims for damages etc. on the part of the Contractual Partner are excluded.

§ 17 Illness or Death of the Guest

If a Guest becomes ill during his stay at the lodging establishment, the Lodging Provider may summon medical care upon the request of the Guest. If there is imminent danger, the Lodging Provider may summon medical care even without the expressed wish of the Guest in question, in particular if this is necessary and the Guest is himself not able to do so. Insofar as the Guest is not in a position to make his own decisions or the next of kin of the Guest cannot be contacted, the Lodging Provider will provide for medical care at the expense of the Guest. The extent of such care measures will end, however, at the time when the Guest is able to make decisions for himself or the next of kin have been notified about the medical emergency. With respect to the Contractual Partner and the Guest, or, in the event of a death, with respect to the legal heirs, the Lodging Provider has the right to pursue damage claims for the following expenses in particular:

- a) unsettled doctor's bills, costs associated with transporting the patient, medications and other therapeutics
- b) room disinfection as necessary,
- c) no longer usable linens, bedding and bed furnishings, otherwise for the disinfection and thorough cleaning of such objects

- d) restoration of walls, furnishings, carpets etc., insofar as these became contaminated or damaged in association with the illness or death,
- e) room rental, insofar as the room was used by the guest, plus any days the rooms were not usable due to disinfection, clearing etc.,
- f) miscellaneous other damages incurred by the Lodging Provider.

§ 18 Miscellaneous

Insofar as the aforementioned provisions do not stipulate otherwise, a notice period begins upon delivery of the document specifying the notice period to the Contractual Partner who is obliged to comply with said notice period. When calculating a notice period expressed in days, the day upon which the point in time or event falls according to which the beginning of the notice period is calculated, is not included. Notice periods expressed in weeks or months refer to those days of the week or month the naming or number of which corresponds to the day from which the notice period is to be calculated. If this day in the month is absent, the last day of said month shall pertain. Declarations must be delivered to the respective contractual partner by the last day of the notice period (12 midnight). The Lodging Provider is entitled to offset claims of the Contractual Partner with his own demands. The Contractual Partner is not entitled to offset claims on the part of the Lodging Provider with his own demands, other than if the Lodging Provider is insolvent or the claim of the Contractual Partner has been established by the courts or accepted by the Lodging Provider. In the event of omissions within these provisions, the applicable legal statutes will apply.

Obvious printing errors are not binding upon Alps Residence Holidayservice GmbH. The General Terms & Conditions at hand supersede all prior publications.

Alps Residence Holidayservice GmbH stores personally identifiable data which is used for internal guest administration as well as for information and offers.

§ 19 Complaints

Despite all efforts of Alps Residence Holidayservice GmbH, there may arise an instance when you have a complaint. This complaint should be communicated to our employees immediately, so that they have the opportunity to rectify the situation. We will respond to your complaint conscientiously.

§ 20 Place of Fulfillment, Seat of Jurisdiction and Applicable Law

The place of fulfillment is the location where the lodging establishment is situated. This agreement is subject to Austrian formal and substantial law under exclusion of the rules of international private law (in particular IPRG and EVÜ) as well as the UN Sales Convention. In a bilateral transaction, the exclusive seat of jurisdiction is the seat of the Lodging Provider, whereby the Lodging Provider is furthermore entitled to assert his rights before any other local or competent court.