

## General Terms and Conditions of Business and Contract

### MarktAlm-Almhüttendorf Turracher Höhe GmbH

By accepting the confirmation of booking, the customer accepts these terms and conditions as binding, both for themselves and on behalf of other members of their party.

#### 1. Conclusion of Travel Contract

Any booking made by telephone, in writing or via the Internet is considered a binding offer to conclude a contract, which includes our holiday and payment conditions that you thereby accept. We are bound by the contract as soon as we confirm your booking in writing (confirmation of booking). The offer issued by us includes our General Terms and Conditions of Business and Contract. By receiving the offer, the customer gains knowledge of the General Terms and Conditions of Business and Contract. By delivery of the confirmation of booking, the booking is deemed binding, and the customer confirms thereby that he has read and accepted the General Terms and Conditions of Business and Contract. Contracts with tour operators are generally subject to their own contractual terms; however, if there are no underlying contractual terms, these General Terms and Conditions of Business and Contract shall apply.

#### 2. Bookings

**a.) Deposits and Payment of Balance:** On receipt of the confirmation of booking a deposit of 20% of the holiday price is due for payment immediately. The balance must be paid at least 1 month prior to arrival. Any costs arising from money transactions (e.g. bank transfer fees) shall be borne by the customer. In the event that the deposit has not been paid on time the lessor reserves the right to cancel the contract, having previously set a final deadline. **b.) Additional Charges** Water, waste disposal and wood are included in the holiday price. Not included are charges for final cleaning, electricity and visitor's tax, these must all be paid locally prior to departure. **c.) Security Deposit** When the property or the key is handed over, the local management company will charge a security deposit. This deposit is refundable upon surrender of the holiday rental property and payment of any applicable additional charges. In individual cases the deposit against damage may be returned by bank transfer subsequent to the customer's departure. The refunding of a security deposit shall not affect the lessor's right to make claims for any subsequently discovered damages.

#### 3. Services

**a.)** The proper provision of services is an obligation incumbent upon the lessor. Liability cannot be accepted for information about resorts and lift companies that is contained in brochures, on the Internet, etc., even if this information is supplied by the lessor, or enclosed with the holiday documents. This also applies to discounts for

ski passes (external services provided by the lift company). Local conditions that do not affect the holiday rental property do not represent services provided by the lessor and are not, therefore, the lessor's responsibility. In particular, this applies to information relating to distances and the opening times of restaurants, shops, sports facilities, ski pass prices, sport equipment hire, etc.

**b.) Occupation of the Property:** The number of occupants (including children aged 3 and older) of each accommodation unit must not exceed the number stated in the holiday confirmation; additional occupants require the agreement of the lessor (and must be paid for separately). As a rule, if we do issue written confirmation of additional occupation exceeding the description, you should not expect provision of additional sleeping accommodation or facilities. The use of the holiday rental accommodation by persons other than those stated in the booking confirmation requires our prior agreement.

**c.) Illustrations and Floor Plans:** Some of the brochure illustrations are just representative examples of interiors and types of holiday accommodation. These may vary in accordance with the individual taste of each respective property's owner, but they are fundamentally of the same standard as the interiors shown for illustration purposes. The floor plans shown on the Internet are approximate drawings as regards size, configuration and number of rooms, etc.; therefore these drawings are not deemed to be a statement of condition.

**d.) Pets:** One pet is permitted. Pets are only permitted subject to written confirmation and incur a fee as per the current price list. Additional pets are only permitted subject to written confirmation, and may incur additional costs.

**e.) Arrival and Departure Times:** The usual holiday rental period begins at 4.00 pm on the day of arrival and terminates between 8.00 am and 10.00 am. The lessor shall be entitled to charge another day's rental if the property is not vacated within the time specified. The management company must be notified of late arrival without delay. In the event of late arrival we are unable to guarantee a standard reception service.

**f.) Customer's Duty of Care:** As a paying guest you have the right to use the whole holiday rental property including its furnishings and articles of everyday use. You are obliged to treat the property, its fixtures and fitting, and any community facilities with the greatest of care. You are obliged to replace any items that you or your companions and guests have damaged during your stay.

**g.) Defects:** Any defects that arise during your stay must also be reported to management without delay. Any defects or damage at check-in or check-out must be reported to management immediately and confirmed in writing.

**h.) Basic Cleaning:** Basic cleaning includes washing up and putting away crockery, cutlery and glasses, disposing of all waste and sweeping all floors and leaving the

property in the same state as you found it (even if final cleaning is included in the holiday service or charged separately). Final cleaning also includes a thorough cleaning of the kitchen/kitchenette, bath/shower room and WC.

i.) All the information provided in the brochures or on the homepage is information regarding the condition and does not form any kind of guarantee unless expressly identified as such.

#### **4. Customer Withdrawal, Cancellation Conditions**

No cancellation fees shall be due in the event that Almhüttendorf Turracher Höhe GmbH receives written cancellation or notification of a reduction in the number of guests 90 days or more prior to the start of the booked holiday. A cancellation fee of 50% of the value of the booked holiday is due in the event that Almhüttendorf Turracher Höhe GmbH receives written cancellation or notification of reduction within 89 to 45 days prior to the start of the booked holiday. A cancellation fee of 70% of the value of the booked holiday is due in the event that Almhüttendorf Turracher Höhe GmbH receives written cancellation or reduction within 44 to 14 days prior to the start of the booked holiday. A cancellation fee of 90% of the value of the booked holiday is due in the event that Almhüttendorf Turracher Höhe GmbH receives written cancellation or reduction within less than 14 days prior to the start of the booked holiday. In the event of no show, a cancellation fee of 100% of the booked holiday's value is due. Cancellations must be made without delay and in writing. In addition to any cancellation fees the contractual partner shall, in the event that he or she cancels or reduces the holiday, pay an administrative fee of € 25.00. It is also possible to transfer the holiday to a third party prior to the holiday's commencement. Booking alterations and requests for changes must be in writing and only become effective once we have received them.

#### **5. Amendment of Services and Prices**

The services agreed under the contract arise from the service descriptions in the brochure and the references thereto in the holiday confirmation. The travel operator is bound by the information contained in the brochure. However, prior to contract conclusion, the travel operator reserves the right to announce amendments to the information provided in the brochure for good, unforeseeable reasons that are justified by the facts, and the customer shall of course be informed of these prior to any booking. The prices agreed at the time of booking shall be binding upon both parties to the contract. We reserve the right to make price changes at short notice (last minute offers, packages, etc.). Current prices and/or offers are published online at [www.marktlalm.at](http://www.marktlalm.at). The additional costs and descriptions of individual properties may also be subject to change. We cannot guarantee availability of last-minute orders for additional services, and there may be a charge for short-notice servicing and/or for maintenance and cleaning.

## **6. Warranty:**

Any complaints or defects must be brought to the lessor's attention immediately on arrival or after you have been given the key. Only then will it be possible to take remedial action if required. We are entitled to find a remedy by providing an equivalent or superior replacement service unless this necessitates a disproportionate amount of effort and/or expense.

## **7. Defects**

You may demand a holiday price reduction in proportion to the underperformance, or you may terminate, if the holiday service was not supplied in compliance with the contract despite fruitless requests for corrective action. No liability can be accepted for any impairment of the performance of obligation due to events beyond our control, especially war, strike, lock-out, natural disasters, epidemics, civil disturbances, etc. nor for any impairment of the performance of obligations by public utility suppliers or disposal facilities (e.g. water, electricity and other energy suppliers), especially if the impairment is attributable to force majeure or local climatic conditions. However, in the above cases of force majeure, you can request that the holiday service is adjusted to suit the altered conditions insofar as this is possible or reasonable. We recommend that you take out medical and accident insurance. We are not liable for any impairment of the performance of an obligation related to external or additional services which we have merely arranged.

## **8. Duty to Cooperate**

You are obliged by law to do everything reasonably possible to contribute to the rectification of any impairment of the performance of an obligation, and to limit or prevent any damage occurring. In particular this implies an obligation to report complaints without delay. In the event that you culpably fail to meet this obligation you will not be entitled to make a claim in this respect. Culpable negligence does not apply if, for instance, a notice of defects or demand for corrective action is unreasonable, in cases of impossibility of performance, or if a notice of defects or demand for corrective action is inculpably withheld.

## **9. Liability**

In accordance with § 970 et seq. ABGB (Austrian General Civil Code), the contractual liability for damages excluding personal injury shall be limited to € 1,100.00 unless the items in question were specifically given to the lessor for safekeeping or the damage was the fault of the lessor or bodies authorised to represent the lessor and/or the lessor's employees. The lessor's maximum liability for precious objects, money and securities is € 550.00. We recommend that you take out holiday insurance to cover theft.

## **10. Invalidity of Individual Provisions**

In the case of invalidity of individual provisions of the contract, the validity of the remaining contract remains unaffected. The same applies to the conditions of travel listed in this document. All information is current as of 12/2009. After this date, any preceding descriptions cease to apply. All information is provided to the best of our knowledge but no liability is assumed. Misprints and errors excepted.

## **11. Place of Jurisdiction**

Austrian law shall apply in any legal dispute. The lessor's domicile is agreed as the exclusive place of jurisdiction.

## **12. Operator**

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