

# **GENERAL TERMS AND CONDITIONS OF CONTRACT OF ÖTZTAL TOURISMUS**

## **1 Scope of Application:**

These General Terms and Conditions of Condition shall apply for all bookings made through Ötztal Tourismus, namely for those made through the online reservation system, as well as for those made otherwise (in writing, by telefax or telephone).

## **2 Contractual Relationship between Ötztal Tourismus and the Client:**

### **2.1 Ötztal Tourismus as Agent:**

Ötztal Tourismus offers its clients the opportunity to make travel bookings with third parties. In this connection Ötztal Tourismus does not offer travel services under its own name. A booking shall be deemed merely an agency agreement between the client and Ötztal Tourismus, which agency agreement shall not be subject to § 31b et seq., Austrian Consumer Protection Act.

### **2.2 Ötztal Tourismus as Organizer:**

Only in exceptional cases, which shall be explicitly mentioned in the particular announcements, does Ötztal Tourismus as Organizer offer package arrangements.

## **3 Booking:**

### **3.1 Third-Party Bookings:**

For bookings with third parties reservations will be forwarded through Ötztal Tourismus as the communicating agent to the particular accommodation facility on behalf of the client. There is no charge to the client for the agency service rendered by Ötztal Tourismus.

### **3.2 Ötztal Tourismus as Organizer:**

For travel offers (package arrangements), which are made by Ötztal Tourismus as the Organizer (and which in the offer are clearly designated as an offer made by Ötztal Tourismus), the client makes his reservation directly with Ötztal Tourismus.

## **4 Conclusion of Contract:**

With his reservation the guest makes to the accommodation facility (third-party booking) or to Ötztal Tourismus (for package arrangements, whereby this is explicitly mentioned in the offer text) an offer for conclusion of a contract. The contract shall be deemed concluded on confirmation by Ötztal Tourismus.

## **5 Payment:**

As soon as the contract has been concluded, in that it has been confirmed by Ötztal Tourismus, the following conditions of payment shall apply (provided nothing to the contrary is explicitly stated in the offer or the booking confirmation):

### 5.1 Payment for Third-Party Contracts:

Within three days of conclusion of the booking payment of 30% of the total amount of the particular booking (exclusive of Local Tax) shall be due. This down-payment shall be paid to your accommodator (i.e. your contractual partner). Payments may in principle be made by credit card or bank transfer. Which means of payment is accepted shall be determined by your accommodator. For payments made by credit card, your credit card will be authorized through the system used by Ötztal Tourismus. The information will be forwarded to your accommodator for debiting. The remainder of the booking price plus Local Tax shall be paid by the guest directly to the accommodator.

For bookings made four days or less before arrival:

- if only bank transfers are accepted, the booking shall be concluded without down-payment
- if credit cards are accepted, the booking shall be concluded with payment by credit card.

The accommodator is free to set other payment conditions. Detailed information on the prevailing conditions can be found in the booking confirmation.

Payment of any premiums for insurance against cancellation or premature termination of a booking is due immediately to Ötztal Tourismus.

### 5.2 Payment for Package Arrangements Offered by Ötztal Tourismus as the Organizer:

For offers made by Ötztal Tourismus in its own name as the Organizer (especially package arrangements) payment of the entire booking price shall be due within 10 days of booking.

## 6 Notifications Made by Guest:

Notifications made by the guest concerning changes in or cancellation of a booking may be made to Ötztal Tourismus for third-party bookings as well as for services offered by Ötztal Tourismus itself. Notification of change or cancellation shall be deemed received by Ötztal Tourismus on arrival in the Booking Center of Ötztal Tourismus. Ötztal Tourismus can be contacted as follows:

Ötztal Tourismus, 6450 Sölden, Austria, Tel: ++43 (0)57200, e-mail: [info@oetztal.com](mailto:info@oetztal.com)

## 7 Hotel categories and Hotel Information:

### 7.1 Hotel Classes:

Hotel classes are set on the basis of an audit of the accommodation facility conducted by the Hotel Industry Department of the Austrian Economic Chamber.

### 7.2 Additional Hotel Information:

Additional hotel information is drawn from information provided by the particular hotel. For third-party bookings Ötztal Tourismus accepts no responsibility for such information.

## 8 Data Privacy:

The client acknowledges that data entered by him will be processed electronically. They will be divulged to a third party only to the extent necessary for the booking. The data will not be divulged to a third party for any other purpose. Ötztal Tourismus complies with Austrian Data Privacy Law.

## **9 Miscellaneous:**

Provided that nothing to the contrary is agreed, all bookings shall be subject to the General Terms and Conditions of Contract for the Hotel Industry 2006 (AGBH 2006).

In place of Points 5.5 and 5.6 of AGBH 2006 the contractual parties agree as follows for the case of cancellation on the part of the contractual partner (i.e. guest):

- The guest may unilaterally cancel the accommodation agreement without incurring a cancellation fee provided the cancellation is made no later than two months before the agreed date of arrival of the guest.
- Unilateral cancellation by the contractual partner at a later date shall incur the following cancellation fees:
  - no later than two months before arrival date: no cancellation fee;
  - no later than one month before arrival date: 50% of the total booking price;
  - no later than one week before arrival date: 70% of the total booking price;
  - less than one week before arrival date: 90% of the total booking price.

The accommodator is free to set other cancellation fees. Detailed information on the prevailing conditions can be found in the booking confirmation.

Sölden, November 26, 2013