

# General Terms and Conditions

Kitzbühel Alps – Brixental Valley / Dorfstraße 11 / 6365 Kirchberg in Tirol  
 Kitzbühel Alps – St. Johann in Tirol / Poststraße 2 / 6380 St. Johann in Tirol  
 Holiday Region Hohe Salve / Innsbrucker Straße 1 / 6300 Wörgl  
 Kitzbühel Alps – PillerseeTal / Dorfplatz 1/ 6391 Fieberbrunn

## § 1 Scope

1. These General Terms & Conditions for the Hotel Industry (hereafter “AGBH 2006”) replace the previous Austrian Hotel Contract Conditions (ÖHVB) in the version 23rd September 1981.

2. The AGBH 2006 do not exclude special agreements. The AGBH 2006 are subsidiary to agreements made on an individual basis.

## § 2 Definitions

“**Proprietor**”: Is an individual or legal entity that accommodates Guests for remuneration.

“**Guest**”: Is an individual that makes use of accommodation. The Guest is usually also the Contracting Party. Every person arriving with the Contracting Party (e.g. Family members, friends etc.) is also included as a Guest.

“**Contracting Party**”: Is a domestic or foreign individual or legal entity, who enters into an Accommodation Agreement as a Guest or for a Guest.

“**Consumer**” and “**Entrepreneur**”: These terms shall be construed as defined by the Consumer Protection Act 1979 as amended.

“**Accommodation Agreement**”: Is the contract concluded between the Proprietor and the Contracting Party, whose contents are specified below.

## § 3 Conclusion of the Agreement – Deposit

1. The Accommodation Agreement is valid upon the acceptance of the Contracting Party's order by the Proprietor. Electronic declarations are considered received, when the party for which they are intended can collect them under normal circumstances and the access takes place during the announced business hours of the Proprietor.

2. The Proprietor shall be entitled to enter into the Accommodation Agreement under the condition that the Contracting Party pays a deposit. In this case the Proprietor is obliged to inform the Contracting Party of the required down payment, before accepting the written or oral order of the Contracting Party. If the Contracting Party agrees to the down payment (in writing or orally), the Accommodation Agreement shall be deemed entered into upon receipt of the Contracting Party's declaration of consent of the down payment by the Proprietor.

3. The Contracting Party is obliged to pay the down payment no later than 7 days (received) before the accommodation. The costs for the financial transaction (e.e. Transfer charges) shall be borne by the Contracting Party. For credit and debit cards, the respective terms and conditions for the card companies apply.

4. The down payment is a partial payment of the agreed remuneration.

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## § 4 Start and End of Accommodation

1. The Contracting Party shall be entitled to move into the rented rooms from 4pm on the agreed date ("date of arrival"), if the Proprietor offers no other time to move in.
2. If a room is occupied for the first time before 6.00am, the preceding night will be deemed as the first night of accommodation.
3. The rented rooms are to be vacated by the Contracting Party of the day of departure by 12 noon. The Proprietor shall be entitled to charge an additional day if the rented room is not vacated on time.

## § 5 Rescission of the Accommodation Agreement – Cancellation fee

### Withdrawal by the Proprietor

1. If the Accommodation Agreement provides for a down payment and the down payment has not been made on time by the Contracting Party, the Proprietor may rescind the Accommodation Agreement without a period of grace.
2. Should the Guest not appear by 6pm on the agreed day of arrival, the Proprietor shall not be obliged to accommodate them, unless a later time of arrival has been agreed upon.
3. Should the contracting partner provide a down payment (see 3.3.), the rooms shall be deemed reserved until 12 noon on the day following the agreed arrival date at the latest. If a down payment of more than four days has been made, the obligation to accommodate the Guest will end at 6pm on the fourth day, whereby the day of arrival is deemed the first day, unless the Guest notifies the Proprietor of a later day or arrival.
4. Unless otherwise agreed upon, the Proprietor may rescind the Accommodation Agreement for objectively justified reasons up until 3 months before the agreed day of arrival by means of a unilateral declaration.
5. In exceptional cases, it is possible, that offers are displayed incorrectly. Obvious errors and mistakes (including misprints) can be announced by the accommodation provider and the booking can be amended accordingly within 3 days after booking. All special offers and promotions are identified as such. Should they not be identified as such, Guests are not entitled to any rights, if there are obvious mistakes. In this case, the Guest has the opportunity to accept the booking with the adapted offer, or to cancel free of charge.

### Rescission by the Contracting Party - Cancellation fee

6. The Contracting Party may rescind the Accommodation Agreement without being liable to a cancellation fee by means of a unilateral declaration up to 3 months before the agreed day of arrival.

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7. Outside the period specified in § 5.6, the Contracting Party may only rescind the Accommodation Agreement by means of a unilateral agreement in adherence with the individual cancellation conditions of the Proprietor. Should the Proprietor not have any individual Ts&Cs, the contracting partner is subject to the following cancellation fees:

- ✓ 40% of the total agreed price up until 1 month before the day of arrival;
- ✓ 70 % of the total agreed price up until 1 week before the day of arrival;
- ✓ 90% of the total agreed price within the last week preceding the day of arrival or for no shows.

Deviations from the cancellation and payment conditions, which shall be applicable for the respective valid booking period, can be found in the corresponding individual offer.

## **Prevention from Arrival**

8. If the Contracting Party is prevented from arriving at the accommodating establishment on the date of arrival, because all arrival possibilities are not possible due to unforeseen extraordinary circumstances (e.g. Extreme snow fall, floods etc.), the Contracting Party is not obliged to pay the agreed remuneration for the day of arrival.

9. The obligation to pay the remuneration for the booked stay is valid as soon as arrival is possible again, as long as arrival is possible within three days.

## **§ 6 Provision of substitute accommodation**

1. The Proprietor may provide the Contracting Party or the guests with an adequate replacement accommodation (of the same quality), if this is reasonable for the Contracting Party, especially when the deviation is marginal and objectively justified.

2. An objective justification is shall, for example, be deemed if the room (rooms) has or have become unusable, guests that have already been accommodated prolong their stay, the establishment is overbooked, or this becomes necessary due to other important operational measures.

3. Possible additional expenses for the substitute accommodation shall be covered by the Proprietor.

## **§ 7 Rights of the Contracting Party**

By entering into an Accommodation Agreement, the Contracting Party shall acquire the right to make normal use of the rented rooms, the facilities of the accommodating establishment, which are usually accessible to guests for use without any special conditions and of the usual service. The Contracting Party shall exercise their rights in accordance with any applicable hotel and/or Guest regulations (rules of the house)

## **§ 8 Obligations of the Contracting Party**

1. The Contracting Party shall be obliged to pay the agreed remuneration plus any extra amounts that have arisen from use of special services by the Contracting Party and/or any accompanying guests plus any statutory VAT by the date of departure at the latest.

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2. The Proprietor shall not be obliged to accept foreign currencies. Should the Proprietor accept foreign currencies, these will be accepted at the current rate if possible. Should the Proprietor accept foreign currencies or cashless payment methods, the Contracting Party bears any associated costs, such as inquiries with credit card companies, telegrams etc.

3. The Contracting Party is liable to the Proprietor for any damage caused by themselves, the Guest, or other persons that receive the services of the Proprietor with the knowledge or the intentions of the Contracting Party.

## **§ 9 Rights of the Proprietor**

1. Should the Contracting Party refuse payment of the requested remuneration, or is in arrears with it, the Proprietor is entitled to make use of the right of retention in accordance with § 970c ABGB as well as legal liens in accordance with § 1101 ABGB with respect to the items brought by the Contracting Party or the Guest. Furthermore, the Proprietor shall be entitled to make use of this right of retention or lien in order to secure its claim under the Accommodation Agreement, particularly for cleaning, other expenses that have been made for the Contracting Party and for any kind of compensation claims.

2. Should services be required in the room of the Contracting Party or at unusual times (after 8.00pm and before 6.00am), the Proprietor shall be entitled to charge a special remuneration for this. This special remuneration shall, however, be indicated on the room's price board. The Proprietor can also refuse these services for operational reasons.

3. The Proprietor shall be entitled to issue invoices or interim invoices for its services at any time.

## **§ 10 Obligations of the Proprietor**

1. The Proprietor shall be obliged to provide the agreed services to an extent that is in accordance with its standard.

2. Recorded special services of the Proprietor, which are not included in the accommodation remuneration include:

- a) Special services of the accommodation that can be invoiced separately, such as the provision of salons, sauna, indoor pool, swimming pool, solarium, parking, etc.;
- b) for the provision of extra or children's beds a reduced price will be charged.

## **§ 11 Liability of the Proprietor for Damage to Items of Guests**

1. The Proprietor shall be liable for the items brought by the Contracting Party in accordance with §§ 970 ff ABGB. The Proprietor shall only be liable if the items have been handed over to the Proprietor or persons authorised by the Proprietor or have been deposited at one of these designated places or places intended for such purpose. Unless the Proprietor provides other evidence, the Proprietor is liable for its own fault or the fault of its people as well as the outgoing and incoming people. The Proprietor shall only be liable up to the amount specified in the Austrian Law on the liability of landlords and other entrepreneurs of 16th November 1921 (Bundesgesetz über die Haftung der Gastwirte und anderer Unternehmer) as amended, in accordance with § 970 Sec. 1 ABGB.

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Should the Contracting Party or the Guest not immediately comply with the Proprietor's request to deposit their items at a certain storage location, the Proprietor shall be freed from any liability. The amount of any liability of the Proprietor shall be limited to a maximum of the sum insured under the third-party liability insurance. Any fault of the Contracting Party or Guest shall be taken into account.

2. The liability of the Proprietor is excluded for slight negligence. Should the Contracting Party be an entrepreneur, the Proprietor may neither be held liable for gross negligence. In such case, the Contracting Party shall bear the burden of proof to show the fault. No consequential or indirect damage and no loss of profit shall be reimbursed.

3. The Proprietor is only liable for valuables, money and securities, up to the amount of currently € 550.--. The Proprietor shall be liable for any exceeding damage, only in the event that they have accepted these items for deposit knowing the nature or condition, or in the event that the damage was caused by themselves or one of their people. The limitation of liability in accordance with 12.1 and 12.2 shall apply by analogy.

4. The safekeeping of valuables, money and securities can be refused by the Proprietor in the case of objects that are substantially more valuable than those usually handed over for deposition by Guests of the respective accommodating establishment.

5. In each case of depositions, liability shall be excluded if the Contracting Party and/or Guest fails to immediately notify the Proprietor of the incurred damage. Furthermore, these claims shall be asserted in court within 3 years of knowledge of possible knowledge to the Contracting Party or Guest; otherwise these rights shall expire.

## § 12 Limitations of Liability

1. Should the Contracting Party be a Consumer, the Proprietor may not be held liable for slight negligence, with the exception of personal injuries.

2. Should the Contracting Party be an Entrepreneur, the Proprietor may not be held liable for slight and gross negligence. In such case, the Contracting Party shall bear the burden of proof to show the fault. No consequential, non-material or indirect damage and no loss of profit shall be reimbursed. The damage to be compensated shall in any case be limited to the amount of the interest due to the reliance on trustworthiness.

3. For all travel arrangements made by the channels of the Tourist Board (TVB / e.g. [www.kitzbueheler-alpen.com](http://www.kitzbueheler-alpen.com)), the TVB acts as an intermediary for Entrepreneurs or their representatives who provide accommodation or other tourist services. The TVB therefore assumes no responsibility for service disruptions that have not been caused by fault of the TVB or by force majeure.

## § 13 Animals

1. Animals may only be allowed at the accommodating establishment with the prior consent of the Proprietor and for an additional remuneration.

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2. The Contracting Party, who brings an animal with them, shall be obliged to properly keep or supervise such animal during their stay or have it supervised and look after by a suitable third-party at their own expense.

3. The Contracting Party or Guest, who brings an animal with them, shall have a relevant animal liability insurance or a private liability insurance that also covers any potential damage caused by animals. Proof of the respective insurance shall be provided to the Proprietor upon request.

4. The Contracting Party or its insurance company are jointly and severally liable for the damage caused by the accompanying animal. The damage shall particularly also include any compensation to be paid by the Proprietor to third parties.

## **§ 14 Prolongation of the Accommodation**

1. The Party shall not have any entitlement to extend the stay. Should the Contracting Party announce their wish to prolong the stay in advance, the Proprietor may consent to a prolongation of the Accommodation Agreement. The Proprietor shall not be obliged to do this.

2. Should the Contracting Party be prevented from leaving the accommodating establishment on the date of departure, because all possibilities for departure are blocked or unusable due to unforeseen extraordinary circumstances (e.g. Extreme snow fall, flood etc.), the Accommodation Agreement shall be automatically extended for the duration of the impossibility. A reduction of the remuneration for this time is merely only then possible, if the Contracting Party is unable to fully use the offered services of the accommodating establishment due to the extraordinary weather conditions. The Proprietor shall be entitled to charge, as a minimum, the remuneration corresponding to the price usually charged in the low season.

## **§ 15 Termination of the Accommodation Agreement - Early Termination**

1. If the Accommodation Agreement has been made for a definite period, it ends with the expiry of this time.

2. Should the Contracting Party leave early, the Proprietor shall be entitled to ask for the total agreed remuneration. The Proprietor shall deduct anything saved due to the failure to use its service offer or maintained by letting the booked rooms to another guest. A saving is only made, if the Accommodating Establishment is at full capacity at the time of the non-utilisation of the rooms booked by the Guest and the rooms can be let to other guests due to the cancellation by the Contracting Party. The burden of proof of a saving shall lie with the Party.

3. Upon the death of a Guest, the Agreement with the Proprietor ends.

4. Should the Accommodation Agreement be concluded for an indefinite period, the Contracting Parties may dissolve the Agreement until 10.00 am on the third day preceding the intended end of the Agreement.

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5. The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect for important reasons, in particular when the Contracting Party or Guest

- make considerable detrimental use of rooms or makes their stay intolerable for the other guests, the owner, their agents, or the third-parties staying at the accommodating establishment due to reckless, offensive or otherwise grossly improper behaviour or is guilty of a criminal offence against property, morality or physical security against such persons;
- becomes ill from an infectious disease or a disease, the duration of which exceeds the term of accommodation or otherwise is in need of care;
- fails to pay the presented invoices when they become payable within a reasonable period of time (3 days).

6. If the fulfilment of the Agreement becomes impossible due to circumstances considered as force majeure (e.g. Natural hazards, strike, lockout, official orders etc.), the Proprietor may terminate the Accommodation Agreement at any time without adherence to a notice period, unless the Agreement is already deemed as terminated under the law, or the Proprietor is freed of its obligation to accommodate. Any claims arising from damages etc. of the Contracting Party are excluded.

## § 16 Sickness or Death of Guests

1. Should a Guest fall ill during their stay at the accommodating establishment, the Proprietor shall provide medical care at the request of the Guest. In the event of imminent danger, the Proprietor shall provide medical care even without the request of the Guest, particularly if this is necessary and the Guest is not in the position to do so themselves.

2. As long as the Guest is unable to make decisions or the relatives of the Guest cannot be contacted, the Proprietor will provide medical care at the expense of the Guest. However, the extent of these special measures ends, as soon as the Guest is able to make decisions or the relatives can be informed about the case of illness.

3. The Proprietor is entitled to claims for damages from the Contracting Party and the Guest, or in the event of death, their legal successor,  
Particularly for the following expenses:

- Outstanding doctor's bills, costs for ambulances, medication and medical aids
- room disinfections that have become necessary,
- linen, bedding and bed furnishing that have become unusable, otherwise for the disinfection or thorough cleaning of all these items,
- the restoration of walls, furniture, carpets etc., where these have been soiled or damaged in connection with the illness or death,
- rent for the room, provided that it has been occupied by the Guest, plus any days during which the rooms are unusable due to disinfection, evacuation etc.,
- any other damages caused to the Proprietor.

## § 17 Place of performance, place of jurisdiction and applicable law

1. The place of performance is the place where the accommodating establishment is located.

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2. This Agreement shall be governed by the Austrian formal and substantive law, excluding the provisions of international private law (particularly IPRG and EVÜ) as well as the UN Convention on Contracts for the International Sale of Goods (CISG).

3. The exclusive place of jurisdiction, in the bilateral entrepreneurship business, is the domicile of the Proprietor, whereby the Proprietor is also entitled to assert its rights before any other court that is local and competent.

4. Should the Accommodation Agreement be made with a Contracting Party, who is a consumer and has their domicile or usual residence in Austria, complaints against the consumer can be filed at the usual, residence or place of work of the consumer.

5. Should the Accommodation Agreement be made with a Contracting Party, who is a consumer and has their domicile in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the court that is competent for the domicile of the consumer for complaints against the consumer in the respective field shall have exclusive jurisdiction.

## § 18 Miscellaneous

1. Unless otherwise specified in the above conditions, any time limits shall begin with the delivery of the document to the Contracting Party, in which any time limit is specified. When calculating a time limit, which is specified according to days, the day in which the time or the incident falls, after which the time period should start, is not included in the calculation. Time limits based on weeks or months, refer to the day of the week or the month, which corresponds to the day from which the time limit should be counted by its name or number. If this day is missing from the month, the last day in this month shall become the main day.

2. Any declarations shall be received by the respective Party on the last day of the time limit (12.00 am).

3. The Proprietor shall be entitled to offset any claims against the Party with their own claims. The Contracting Party shall not be entitled to offset a claim by the Proprietor with their own claim, unless the Proprietor is insolvent or the claim of the Contracting Party is determined by a court or has been acknowledged by the Proprietor.

4. In the event of gaps regulatory gaps, the relevant legal regulations.

*\* These Ts & Cs are based on the currently valid AGBH 2006, as of 15th November 2006. In some points, organisation-specific amendments have been made and the information expanded upon. These Ts & Cs are valid within the entire area of the Kitzbühel Alps, unless the respective rental establishment does not have their own Ts & Cs, which diverge from these conditions!*

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