

## **Summer | Terms & Conditions | 18.05. – 26.10. | For bookings made after 01.01.24**

### **1. General information about the Rent/Accommodation contract**

AlpenTravel GmbH serves as an agent and is responsible for the Rent/Accommodation contract between the apartment owner and the guest as well as the information on AlpenTravel.com.

The agency liability is limited to that brought about through gross negligence or malice. Apart from the stipulations listed below, there are special conditions applicable to the individual holiday apartments.

### **2. Completion of contract**

The contract is deemed completed as soon as the accommodation is ordered/booked.

The contract is binding once the guest has paid the first installment. The agreed payment is to be made within 7 days of the issue of the booking confirmation. The guest is obliged to check the travel documents and practical information issued to them and to report to AlpenTravel GmbH forthwith in the event of the information not meeting their expectations.

### **3. Payment**

The Rent/Accommodation contract is confirmed by the guest through the payment of the first payment or the full rental amount. The amount must be received within 7 days or the contract is deemed null and void.

**Prepayment:** You will be charged a prepayment of 30% of the total price after reservation and the remaining amount 28 days before arrival.

If the remaining amount is not duly paid then AlpenTravel GmbH is entitled to rescind the contract.

### **4. Price changes after the completion of contract**

AlpenTravel GmbH is entitled to change the rent in the event of new or changed taxes, duties and charges being introduced or through exchange rate fluctuations.

Price changes based on the above mentioned circumstances are not permitted to exceed 10% of the rental amount and a report to this effect must be received by the guest no later than 28 days before arrival. If the exchange rate for the Euro increases significantly then the price for the holiday apartment will increase accordingly.

### **5. Cancellations and changes**

You will be charged 100% of the total price if you cancel within 28 days before arrival.

A cancellation or change is considered to be valid with the receipt of the respective information in writing. The guest is entitled to cancel the booking for the holiday apartment within 28 days before arrival, in the event of acts of war, natural disasters, life threatening and infectious diseases or other events of the same nature taking place at the travel destination or in the immediate vicinity. In these instances AlpenTravel GmbH follows the appropriate official recommendations issued by the ministry of foreign affairs.

The right of free of charge cancellation by the guest however does not apply if the guest was already aware of the applicable event at the completion of the

Rent/Accommodation contract, or if the event was already public knowledge. If the guest cancels regardless then the above listed cancellation policy of AlpenTravel GmbH takes effect.

#### **6. Provision of a replacement accommodation**

AlpenTravel GmbH can provide the guest with a suitable replacement accommodation acceptable to the guest, especially if the change is minor and reasonably justified.

A reasonable justification takes place for example, when the accommodation is deemed unusable, guests already occupying the accommodation extend their stay or other important operational measures require this action.

Any additional expenses for the replacement accommodation are met by AlpenTravel GmbH.

#### **7. Rights and responsibilities of the guests**

By completing an accommodation contract, the guest purchases the usual rights for the use of the rented premises and the facilities of the accommodating establishment, which are usually made available for use by the guest without any special conditions.

For damages caused by the guest the compensation law regulations apply. Consequently the guest shall be liable for any damages and any detriment suffered by AlpenTravel GmbH or by third parties, through their fault or through the fault of their companions or any other person that they are responsible for, even when the injured party is entitled to claim damages directly from AlpenTravel GmbH.

#### **8. Rights and responsibilities of AlpenTravel GmbH**

If the guest refuses to pay the stipulated payments or is in arrears with such, then AlpenTravel GmbH has the right to retain any belongings brought in by the guest, as a security for the debt ensuing from the accommodation and outlays on behalf of the guest.

AlpenTravel GmbH is obliged to provide the agreed services to an appropriate standard.

#### **9. Liabilities of AlpenTravel GmbH**

AlpenTravel GmbH is liable to provide due diligence customary for normal business transactions for the obligations resulting from the contract, claims for compensation by the guest are excluded. Exceptions include damages suffered by the guest within the framework of the establishment where fault can be apportioned to AlpenTravel GmbH or its employees.

AlpenTravel GmbH does not accept liability to the guest if the provision of the services is not possible because of strikes or acts of God.

#### **10. Termination of the accommodation**

If the contract has been agreed for a specific period then the contract terminates at the end of that period. If the guest departs early then AlpenTravel GmbH is entitled to demand the full payment as agreed.

The contract will be terminated if the completion of the contract is made impossible through events considered to be acts of God. AlpenTravel GmbH is entitled to cancel the Rent/Accommodation agreement with immediate effect if the guest:

- a) grossly misuses the accommodation or behaves in an inconsiderate, offensive or other grossly inappropriate manner or commits an illegal act towards the property, the decency or the physical security of another person inhabiting the accommodating establishment;
- b) fails to settle invoices for demands made within a reasonable deadline.

### **11. House regulations**

Attention is drawn separately to the house regulations; these are an integral part of this contract.

### **12. The place of execution and court of jurisdiction**

The place of execution is that in which the accommodating establishment is found. For all contractual partners of the accommodating establishment and eventual pending legal disputes, the court of jurisdiction is agreed to be that in 5020 Salzburg, unless there are conflicting, compelling legal reasons. All cases are exclusively governed by Austrian law.

### **13. Final provisions**

In the event of individual provisions of the general conditions laid out in this accommodation contract being ineffective, the validity of the remaining provisions shall not be affected. The rights for corrections of errors as well as printing and calculation errors remain unaffected.

### **14. Printing and price errors**

We make reservations for printing errors and price errors.