

SEEFELD TOURISM ASSOCIATION
GENERAL TERMS AND CONDITIONS
FOR GUESTS (GTCG)

Valid as of August 2018

1 General information

1.1 These General Terms and Conditions for Guests (hereinafter referred to as 'GTCG') regulate the reciprocal rights and obligations of Seefeld Tourism Association (hereinafter referred to as 'STA') as operator of the information and booking system (www.seefeld.com) and Guests.

1.2 These GTCG do not apply to the legal relationships between Proprietors and Guests. In the case of legal relationships between Proprietors and Guests – in the absence of deviating agreements - the Austrian 'General Terms and Conditions for the Hotel Industry (AGBH)' as amended apply and/or agreed provisions deviating therefrom, in particular individual cancellation and/or payment conditions as stipulated by the respective Proprietor.

1.3 Furthermore, the GTCG do not apply to the legal relationship between STA and Proprietor; in this case Seefeld Tourism Association's 'General Terms and Conditions for Accommodation Providers' (GTC) apply.

1.4 By using the information and booking system on the website www.seefeld.com, in particular the online booking service, Guests expressly agree to the applicability of these GTCG.

1.5 STA reserves the right to alter these GTCG at any time. Any changes to the GTCG become legally binding for guests, for whom a previous version of the GTCG was applicable, after

1.5.1 the modified GTCG become available on the Intranet under <https://www.seefeld.com/en/terms-and-conditions> and, in addition,

1.5.2 the Guest uses (continues to use) the information and booking system, in particular the online booking service, on the website www.seefeld.com after the modified GTCG have become available on said website www.seefeld.com.

These criteria must be cumulatively met.

2 Intermediary accommodation services

2.1 STA offers an electronic accommodation booking service. In all cases STA acts as a mere intermediary for third-party services. The Tourist Board acts primarily as an intermediary for third-party services, but it can, on occasion and at its own discretion, act as event organiser when services and/or special offers are combined with accommodation and provided with the relevant information pursuant to § 4 (1) PRG as to the role of the Tourist Board as event organiser.

2.2 The services of STA shall be deemed to have been rendered when a booking has successfully been completed (i.e. when the Guest has received an electronic booking confirmation). The intermediary accommodation booking service offered by STA is free of charge for Guests.

2.3 Bookings are carried out online in line with availability as determined by the Proprietor him/herself.

2.4 Accommodation options, determined through the setting of search parameters by the Guest (category, duration of stay etc.), shall be randomly listed. The order in which the accommodation is displayed to the Guest does not constitute any recommendation on the part of STA with regard to the quality of the services offered by the Proprietor.

3 Contract for tourist services and payment

3.1 The accommodation contract is concluded directly between the Proprietor and the Guest with the receipt of the online booking confirmation. All claims and obligations arising from the accommodation contract exist directly and exclusively between the respective Guest and the respective Proprietor.

3.2 Payment for the tourist services booked and any applicable deposits shall be made directly by the Guest to the Proprietor. Payments and/or any applicable deposits must be made in compliance with the cancellation and/or payment conditions as stipulated by the respective Proprietor. The most usual methods for effecting a payment/deposit to the Proprietor are a credit card payment or a transfer into the bank account of the respective Proprietor. The outstanding amount is, likewise, to be paid in accordance with the cancellation and/or payment conditions as stipulated by the respective Proprietor; in the absence of a deviating agreement, the outstanding amount shall be paid upon arrival. Proprietors can, in their cancellation and/or payment conditions, request a security from the guest in the form of a credit card guarantee in place of a deposit. In this case, the Proprietor is, in the event of a cancellation, authorised to debit a cancellation fee where applicable, or to debit the full amount at the start of the Guests' stay. Should a Proprietor have no cancellation and/or payment conditions, or if, in his/her conditions, no specific deposit regulations are stipulated, the Proprietor shall contact the Guest him/herself should he/she wish for a deposit to be made.

3.3 The Proprietor him/herself, on his/her own responsibility, shall provide and continually adjust the prices stated in the STA information and booking system, i.e. the Proprietor shall continually check and update the availability of rooms/beds

shown as on the website. STA accepts no liability for the correctness of this information.

3.4 It is solely the responsibility of the respective Proprietor to ensure that the prices shown are either clearly marked as all-in prices - i.e. including all applicable fees, taxes and other charges - or it must be clearly indicated that additional costs will be added to the price(s) shown and these additional charges must be clearly stated.

4 Cancellation of bookings

It is explicitly pointed out that cancellations concern the legal relationship between the Proprietor and the Guest and not that between STA and the Guest. Therefore, applicable is that which has been agreed upon between Proprietor and Guest, in particular with regard to the Proprietor's cancellation and/or payment conditions.

For the sake of completeness, it must be noted that, in the absence of any deviating agreement between Proprietor and Guest for cancellation, the cancellation conditions of the STA apply. This reads as follows:

- **No fee for cancellations made over 7 days before the date of arrival, cancellations within a week of the date of arrival are liable to pay 90% of the agreed total.**

5 Liability

5.1 STA accepts no liability for the availability of its information and booking system via the website www.seefeld.com over an unlimited period of time, nor does it assume liability for any possible damages arising from an under-calculation of services by third parties or a temporary shutdown of the information and booking system on the website www.seefeld.com.

5.2 STA assumes no liability for any consequential damages arising from the unavailability of the website www.seefeld.com or the operational interruption thereof. It likewise accepts no liability for any false entries or for the misuse of the booking site by third parties. This disclaimer of liability also, and in particular, applies to the booked accommodation costs, arrival and departure journey costs and wasted expenditure in connection with online bookings and the loss of data.

5.3 As an intermediary only in booking processes, STA is neither liable for the conduct of Proprietors nor for the conduct of Guests. STA assumes no liability for any given condition of accommodation premises or for any given quality of accommodation services or for the availability thereof.

5.4 STA, therefore, accepts no liability in particular for the prices quoted by the Proprietors or for the correctness and completeness of the prices. STA, furthermore, assumes no liability should the data, information and photographs (=external information) placed on the information and booking system on www.seefeld.com by

the Proprietor be inconsistent with the actual reality. In this context STA points out that the Proprietors, themselves, manage the services they offer on their booking pages.

5.5 These legal disclaimers do not apply to damages caused by malicious intent or gross negligence on the part of STA. Furthermore, these legal disclaimers have no effect on mandatory legal provisions.

6 Data protection

6.1 STA processes personal data in accordance with the respective data protection regulations.

6.2 The personal data (name, postal address, email address, telephone number, credit card details) provided to STA by booking customers is processed and used by STA only to the extent necessary for establishing, processing or changing the service(s) to be offered/already offered.

6.3 STA reserves the right to pass the personal data collected to third parties, as far as this is necessary, for the processing of information enquiries, reservation enquiries and bookings. STA also reserves the right to make use of the personal data for marketing purposes. Data is not provided to third parties beyond this scope of provision.

6.4 Furthermore, with regard to data protection, STA's Privacy Policy that applies between STA and Guests can be viewed on the website www.seefeld.com.

7 Final provisions

7.1 Irrespective of article 6, para. 2 of the ROME I regulation and to the extent permitted by law, it shall be agreed that Austrian law, excluding Austrian international private law, applies.

7.2 Should any contract terms or provisions in these GTC or parts thereof be deemed invalid or inadmissible, the rest of the terms and provisions shall remain valid and admissible. In the event that any of the terms or provisions of this agreement are or become invalid or inadmissible, the invalid provision shall be replaced by a valid provision which most closely reflects the intent of the original provision.