

GENERAL TERMS AND CONDITIONS
Max Mountain Apartments

(AGBG 2016)

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Inhaltsübersicht



1. Scope
2. Definitions of terms
3. Conclusion of contract/content of contract
4. Special regulations for contracts with a down payment
5. Special regulations for the conclusion of contracts at a distance
6. Withdrawal of the innkeeper from the hospitality contract
7. Withdrawal by the contractual partner - cancellation fee
8. Obstacles to arrival
9. Rights of the contractual partner
10. Obligations of the contractual partner
11. Rights of the innkeeper
12. Duties of the innkeeper
13. Limitations of liability
14. Keeping of animals
15. Vouchers
16. Amendment of the hospitality contract
17. Termination of the hospitality contract – Early termination
18. Illness, accident or death of the guest during the hospitality
19. Place of performance, place of jurisdiction and choice of law
20. Other

1. Scope

- 1.1. These General Terms and Conditions for the Hospitality Industry (hereinafter referred to as "AGBG 2016") govern the legal relationship between the innkeeper and the contractual partner/guest and apply to all reservations and services provided in this relationship.
- 1.2. The General Terms and Conditions for the Hotel Industry 2006 ("AGBH 2006") apply exclusively to accommodation services of the innkeeper.
- 1.3. The services of the innkeeper regulated in more detail below are offered exclusively on the basis of these general terms and conditions. Terms and conditions of the contractual partner deviating or supplementing from these AGBG 2016 are always effective in any case and are considered accepted & confirmed by means of the deposit of the booking.
- 1.4. The AGBG 2016 does not exclude special agreements and are subsidiary to agreements made in detail.
- 1.5. By concluding a deposit for a reservation - no matter by what means - the contractual partner confirms that he has read and understood the terms and conditions and agrees to them.
- 1.6. The innkeeper reserves the right to change the AGBG 2016 at any time if this is reasonable for the contractual partner, to update them to current circumstances and to adapt them to the legal provisions.

2. Definitions of terms

- 2.1. FAGG - Distance and Away Business Act idgF
- 2.2. Distance selling (contract) within the meaning of § 3 FAGG
- 2.3. Hospitality operation as well as premises outside or inside the building, where the hospitality of the guests by the innkeeper takes place.
- 2.4. Innkeeper natural or legal person who, as the operator of the catering establishment, rents guests rooms for a fee and thus provides a service
- 2.5. Main guest, i.e. a natural person who made the booking, is also the main contractual partner. Guests are also those persons who are accommodated in the company of the contractual partner.
- 2.6. KSchG - Consumer Protection Act 1979 idgF
- 2.7. Consumers - within the meaning of § 1 KSchG
- 2.8. Entrepreneur - within the meaning of § 1 KSchG
- 2.9. Contractual partner natural or legal person who concludes an accommodation contract as a guest or for a guest

3. Conclusion of contract/content of contract

- 3.1. The hospitality contract is concluded after verification of the availability by the (oral or written) confirmation of the reservation - at the latest by the deposit or Hospitality – of the guest by the innkeeper. From this point on, the innkeeper and the contractual partner are bound by the hospitality contract & any cancellation fees incurred.
- 3.2. By authorising the damage deposit by credit or debit card, the contractual partner declares his express consent to the debiting of all fees incurred, possibly contamination, damage and repairs caused by the contractual partner or the contract. Main guest must be paid.
- 3.3. Upon arrival, a damage deposit of 500€ will be pre-authorized by credit card and retained until after the final cleaning.
- 3.4. If damage, coarse dirt, excessive amount of waste & garbage, unseparated organic waste that has been mixed with other waste, excessive perfume smell are noticed during the final cleaning, the damage deposit will be collected from the credit card.
- 3.5. The basis for the fee are the prices listed in the price list of the innkeeper, which is current at the time of conclusion of the contract, as well as individually agreed by special agreements.

- 3.6. For all reservations, the contractual partner must provide his full name (company), address, e-mail address (if available) and telephone number, as well as the exact number of guests to be hosted and the extent of the desired hospitality. By transmitting the e-mail address, the contractual partner also agrees to receive information material such as house rules, offers, etc. Failure to comply with the correct number of persons for all reservations will result in a cancellation with a 100% cancellation fee by the landlord.
- 3.7. This data is an essential part of the contract and is the basis for the invoicing to the contractual partner. Exceeding or below the reserved number of people is only permissible with the express consent of the innkeeper. The agreed number of guests is used as the basis for the settlement as the minimum number. If the agreed number of people is exceeded by the innkeeper, the settlement will be made according to the actual number of guests.
- 3.8. If no other agreement is made regarding the consumption, such as a flat rate, all consumed drinks and food will be invoiced by the innkeeper according to the actual consumption and the order value according to the current price list.

4. Special regulations for contracts with a down payment

- 4.1. The innkeeper is entitled to conclude the hospitality contract on the condition that the contractual partner pays a deposit. In this case, the innkeeper is obliged to inform the contractual partner of the required deposit before accepting the written or oral reservation of the contractual partner. If the contractual partner agrees with the deposit (in writing or orally), the hospitality contract with successful debit or Payment of the deposit. Only from this point on the hospitality contract concluded under the condition of a deposit becomes binding on two sides.
- 4.2. With acceptance of the non-binding offer by the innkeeper, the deposit is due for payment immediately, unless a later due date is agreed. The costs for the money transaction (e.g. transfer fees) are borne by the contractual partner. For credit and debit cards, the respective conditions of the card companies apply.
- 4.3. The deposit is a partial payment on the agreed fee.

5. Special regulations for the conclusion of contracts at a distance

- 5.1. Electronic declarations are deemed to have been received if the party for whom they are intended is able to retrieve them under ordinary circumstances and access is given during the announced business hours of the innkeeper.
- 5.2. The acceptance by the innkeeper takes place in the case of bookings via distance communication means exclusively by a reservation confirmation of the innkeeper by email or in the case of an agreed deposit with successful debit by the innkeeper or with successful transfer by the contractual partner. For the deposit, the innkeeper will charge the credit card/account of the contractual partner with the amount/percentage specified in the reservation conditions.
- 5.3. For online bookings, a reservation option exists only after complete and correct entry of all mandatory fields present in the reservation window and accompanying persons & dogs as well as the express recognition of the AGBG 2016 by means of the application provided in the reservation window.
- 5.4. The contractual partner acknowledges that the reservation process for online reservations can no longer be canceled or reversed after pressing the button "Reserve for a fee".
- 5.5. The contractual partner is solely responsible for the correct entry/aclosure of the data. If the reservation process was not correct only by entering/announcing incorrect or incomplete data, the booking can either be corrected with the help of the innkeeper or another reservation confirmation can be issued. In all cases of complaint, the contractual partner must in any case present the reservation confirmation, otherwise the hospitality may be rejected by the innkeeper. The electronic reservation confirmation of the innkeeper serves as the only permissible proof of the properly made

reservation and must therefore be carried by the contractual partner and presented to the staff of the innkeeper in the event of complaints.

- 5.6. The contractual partner acknowledges that due to the necessary data transmission via the Internet and via other data lines, problems may exceptionally occur during the reservation, without any legal consequences being able to be derived from this.

6. Withdrawal of the innkeeper from the hospitality contract

- 6.1. If the contractual partner / the guests do not appear half an hour after the agreed reservation time, there is no obligation to provide hospitality, unless a later arrival time has been agreed.
- 6.2. If the contractual partner has paid a deposit (see point 4), the reservation remains reserved two hours after the agreed reservation time.
- 6.3. Up to no later than three months before the agreed hospitality of the contractual partner or the guests, the catering contract can be dissolved by the innkeeper for objectively justified reasons by unilateral declaration.
- 6.4. In the event of non-compliance with any house rules & the terms and conditions and disrespectful behavior, it is possible for the innkeeper to dissolve the hospitality contract with immediate effect from this point in time without justification and to calculate the booking amount.

7. Withdrawal by the contractual partner – cancellation fee

- 7.1. The services offered by the innkeeper are leisure services within the meaning of § 18 Abs 1 Z 10 FAGG, which are provided at a certain time within a precisely specified period. Accordingly, the contractual partner is not entitled to a right of withdrawal in accordance with § 11 (1) FAGG.
- 7.2. A withdrawal by unilateral declaration of the contractual partner is only possible with payment of the following cancellation fees but also only for all direct bookings (no travel portals):

Up to 15 days	Up to 14 days	Up to 8 days	From 7 days
0%	60%	90%	100%

- 7.3. Until the reserved number of guests is not reached in the following amount, a partial withdrawal is possible to the extent of the number of guests to be reduced without payment of a cancellation fee by unilateral declaration by the contractual partner.

Up to 15 days	Up to 14 days	Up to 8 days	From 7 days
0%	60%	90%	100%

- 7.4. If the number of guests reserved is exceeded by more than the number of guests mentioned under point 7.3, a partial withdrawal to the extent of the number of guests to be reduced by unilateral declaration by the contractual partner is only possible with payment of the cancellation fees listed under point 7.2.
- 7.5. The respective cancellation fees are to be calculated from the agreed total amount or the total value of the agreed services (accommodation).
- 7.6. A deposit already paid will be credited to the cancellation fees mentioned under 7.2 and 7.3.
- 7.7. The withdrawal of the contractual partner is only effective if it is declared in writing.
- 7.8. For group bookings, i.e. Bookings from 2 apartments per contractual partner, the following cancellation conditions apply.

Up to 15 days	Up to 14 days	Up to 8 days	From 7 days
0%	60%	90%	100%

8. Obstacles to arrival

- 8.1. If the contractual partner or the guests cannot appear in the catering establishment on the day of arrival, because due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, flood etc.) all travel possibilities are impossible, the contractual partner is obliged to pay the agreed fee.
- 8.2. If the contractual partner or guests cannot appear in the catering establishment on the day of arrival because they are ill, the contractual partner is obliged to pay the agreed fee; the innkeeper is obliged to entertain the guests.
- 8.3. Rights of the contractual partner
- 8.4. By concluding a hospitality contract & complying with the house rules, the contractual partner acquires the right to the usual catering and service, as well as the use of the facilities of the catering establishment, which are accessible to guests in the usual way and without special conditions.
- 8.5. If facilities are not available or usable for technical reasons, the host is not obliged to announce this in writing or orally in advance and the contractual partner is not entitled to a reduction in remuneration.
- 8.6. The contractual partner must exercise his rights in accordance with any guest guidelines (house rules).
- 8.7. Obligations of the contractual partner
- 8.8. The contractual partner is obliged to pay the agreed fee plus any additional amounts incurred due to separate use of services by him and/or the guests accompanying him plus - if not yet taken into account - statutory value added tax.
- 8.9. The contractual partner and his fellow travelers are liable to the innkeeper for any damage to the undivided hand caused by him or the guest or other persons who, with the knowledge or will of the contractual partner, receive services of the innkeeper. For claims of third parties, the contractual partner/guest holds the innkeeper completely harmless and indemnify.
- 8.10. The disposal of all waste from the apartment before departure is mandatory by the contractual partner. In case of disregard or gross soiling of the apartment, an additional final cleaning or a special cleaning up to 500€ will be charged.
- 8.11. The contractual partner is responsible for compliance with all legal and official regulations - in particular those of trade law, fire police, copyright protection and event law, as well as the Upper Austrian Youth Protection Act idgF and the tobacco and non-smoking law. Non-smoking Protection Act idgF - responsible for himself and must follow the instructions of the innkeeper in this regard. Unless otherwise provided by law, the contractual partner is obliged to obtain official approvals at its own expense and to comply with all official requirements at its own expense.
- 8.12. Decorative material must comply with the requirements of the fire police and may, for the rest, as well as other objects, only be attached with the consent of the innkeeper. The attachment of decorative material to the walls using adhesives, adhesive strips, furniture staplers, nails and screws is prohibited. Items brought with you must be removed by the contractual partner immediately after the event. If the removal does not take place immediately, the innkeeper has the option of having this carried out by third parties at the expense of the contractual partner, resp. Room rent for storage to be charged.

9. Rights of the innkeeper

- 9.1. If the contractual partner refuses to pay the conditional remuneration or is thus in arrears, the innkeeper shall have the statutory right of retention in accordance with § 471 ABGB to the goods brought in by the contractual partner or the guest. Deposit to. This right of retention is also available to the innkeeper to secure his claim from the hospitality contract, in particular for catering, other expenses made for the contractual partner and for any claims for compensation of any kind.
- 9.2. If the innkeeper fulfills special requests of the contractual partner or guest, the innkeeper is entitled to charge a special fee for this. However, this special fee or the type of calculation must be disclosed to the guest/contract partner before the service is

provided by the innkeeper. The innkeeper can also refuse these services for operational reasons.

9.3. The innkeeper has the right to settle at any time. Interim statement of his performance.

10. Duties of the innkeeper

10.1. The innkeeper is obliged to provide the agreed services to an extent corresponding to his standard.

10.2. The statutory warranty provisions apply.

11. Limitations of liability

11.1. If the contractual partner is a consumer, the innkeeper's liability - also for items brought in - for slight negligence, with the exception of personal injury, is excluded.

11.2. If the contractual partner is an entrepreneur, the liability of the innkeeper and his vicarious agents - also for items brought in - for slight and gross negligence is excluded. In this case, the contractual partner bears the burden of proof for the existence of fault. Consequential damages, non-material damages or indirect damages as well as lost profits will not be compensated. The damage to be compensated is in any case limited by the amount of the trust interest.

11.3. No liability is being given for lost items of the guest/contractual partner.

11.4. The innkeeper shall endeavour to immediately eliminate faults in technical facilities and other facilities directly provided by the innkeeper. The innkeeper is not liable for failures of these facilities, as well as the power grid or other infrastructural facilities.

11.5. Liability is excluded in any case if the contractual partner and/or guest does not immediately report the damage to the innkeeper upon becoming aware of the damage. In addition, these claims are within three years of knowledge or possible knowledge by the contractual partner resp. Guest to assert in court; otherwise the right is extinguished.

12. Keeping of animals

12.1. Dogs only up to 20KG may be brought into the Max Mountain Apartments without exception and only with the prior consent of the innkeeper and at most against a special remuneration, see house rules resp. Pet rules.

12.2. The contractual partner who takes an animal with him is obliged to keep or supervise this animal properly and in accordance with the house rules during his stay or to have it stored or supervised by suitable third parties at his own expense.

12.3. The contractual partner or Guest who takes a dog with them must have a corresponding animal liability insurance or a private liability insurance, which also covers possible damage caused by animals. Proof of the corresponding insurance must be provided at any time at the request of the innkeeper.

12.4. The contractual partner or his insurer is liable to the innkeeper for the damage caused by animals brought with them. The damage includes in particular those compensation services of the innkeeper that the innkeeper has to provide to third parties.

13. Vouchers

13.1. Vouchers of any kind will not be redeemed for cash. The time validity period of vouchers is fixed and defined on the respective voucher, whereby these must be redeemed or exchanged at the latest after a period of 5 years from the date of issue. In case of loss of vouchers of any kind, no replacement will be provided by the innkeeper.

14. Amendment of the hospitality contract

14.1. The contractual partner has no claim to have the type and extent of the hospitality changed. If the contractual partner announces his request to amend the hospitality

contract in good time, the innkeeper may agree to the amendment of the hospitality contract. The innkeeper has no obligation to do so.

- 14.2. The innkeeper may provide the contractual partner or guests with another catering (of the same quality) if this is reasonable for the contractual partner, especially if the deviation is minor and objectively justified. A factual justification is given, for example, if a certain room (certain rooms) has become unusable, guests already present extend their stay, there is an overbooking or other important operational measures determine this step. Any additional expenses for the replacement catering will be at the expense of the innkeeper.

15. Termination of the hospitality contract – Early termination

- 15.1. If the contractual partner or his guests does not appear on the day of departure, the innkeeper is entitled to demand the agreed remuneration subject to point 17.3.
- 15.2. The innkeeper is entitled to terminate the hospitality contract at any time for good cause, in particular if the contractual partner or the guest
- 15.3. A) Makes significantly detrimental use of the premises or, through his disrespectful, reckless, offensive or otherwise grossly improper behavior to the other guests, the owner, whose people he offends or is guilty of an act threatened with punishment against the property, morality or physical safety;
- 15.4. B) Is affected or otherwise in need of care by a contagious disease or a disease that extends beyond the period of hospitality;
- 15.5. C) The submitted invoices are not paid when due within a reasonable period of time (3 days).
- 15.6. D) In the event of non-compliance with any house rules & the terms and conditions and disrespectful behavior, it is possible for the innkeeper to dissolve the hospitality contract with immediate effect from this point in time without justification and to calculate the booking amount.
- 15.7. In the event of termination of the hospitality contract for good cause, the contractual partner is obliged to pay the fee subject to point 17.3.
- 15.8. The innkeeper will deduct what he has saved as a result of not using his service offer or what he has received through other catering. Savings are only available if the catering establishment is fully occupied at the time of non-use of the hospitality ordered by the guest and further guests can be accommodated due to the non-appearance of the contractual partner. The burden of proof for the savings is borne by the contractual partner.
- 15.9. If the fulfillment of the contract becomes impossible due to an event to be regarded as force majeure (e.g. natural events, strike, lockout, delivery boycott, official orders, etc.), the innkeeper can terminate the catering contract at any time, unless the contract is already considered dissolved by law, or the innkeeper is released from his hospitality obligation. Any claims for damages etc. of the contractual partner are excluded.

16. Illness, accident or death of the guest during the hospitality

- a) If a guest gets sick/accident during his stay in the catering establishment, the innkeeper will provide medical care at the request of the guest. If danger is in default, the innkeeper will also arrange for medical care without special wishes of the guest, especially if this is necessary and the guest is not able to do so himself.
- b) As long as the guest is unable to make decisions or the guest's relatives cannot be contacted, the innkeeper will provide medical treatment at the guest's expense. However, the scope of these custody measures ends at the time when the guest can make decisions or the relatives have been notified of the illness/accident case.
- c) The innkeeper has claims for compensation against the contractual partner and the guest or in the event of death against their legal successors in particular for the following costs:
- d) Outstanding medical expenses, costs for medical transport, medicines and medical aids;
- e) Room disinfection that has become necessary;

- f) Restoration of walls, furnishings, carpets, etc., to the extent that they have been contaminated or damaged in connection with the illness, accident or death;
- g) Fee for catering services used by the guest, plus any costs of the unusability of the rooms due to disinfection, eviction or similar;
- h) Any other damages incurred by the innkeeper.

19. Place of performance, place of jurisdiction and choice of law

- 19.1. Place of performance is the place where the catering establishment is located, in Austria - Tyrol
- 19.2. This contract is subject to Austrian formal and substantive law to the exclusion of the rules of private international law (in particular IPRG and EEVU) and UN Convention on Contracts for the International Sale of Goods.
- 19.3. The exclusive place of jurisdiction in bilateral business is the seat of the innkeeper's business, whereby the innkeeper is also entitled to assert his rights in any other locally and substantively competent court.
- 19.4. If the hospitality contract has been concluded with a contractual partner who is a consumer and has his domicile or habitual residence in Austria, lawsuits against the consumer may only be brought at the consumer's place of residence, habitual residence or place of employment.
- 19.5. If the hospitality contract with a contractual partner who is a consumer and has his residence in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the court responsible for the domicile of the consumer for local and substantive jurisdiction for claims against the consumer is exclusively competent.

20. Other

- 20.1. All changes to the hospitality contract must be made in writing on the part of the contractual partner.
- 20.2. Unless the above provisions provide for anything special, the course of a period begins with service of the document ordering the deadline to the contractual partner who has to meet the deadline. When calculating a period, which is determined by days, the day in which the time or event on which the beginning of the period is to be based is not included. Periods determined by weeks or months refer to those days of the week or month which, by its designation or number, corresponds to the day from which the period is to be counted. If this day is missing in the month, the last day in that month is decisive.
- 20.3. Declarations must have been received by the other contracting party on the last day of the period (24 o'clock).
- 20.4. The innkeeper is entitled to offset against claims of the contractual partner with his own claims. The contractual partner is not entitled to offset his own claims against claims of the innkeeper; this does not apply to consumers if the innkeeper is insolvent or the claim of the contractual partner has been established by a court or recognized by the innkeeper.
- 20.5. In the event of regulatory loopholes, the corresponding statutory provisions shall apply.