

General Terms and Conditions (GTC)

for Accommodation Agreements

§ 1 Scope of Application

These General Terms and Conditions (GTC) shall apply from the time of their publication at <https://alps-resorts.com/> to all offers, reservations and accommodation agreements relating to all accommodations rented by ALPS RESORTS GmbH.

Special agreements are not excluded by these GTC. These GTC shall apply on a subsidiary basis in relation to any special agreements.

§ 2 Definitions

Accommodation Provider: A natural or legal person who accommodates guests for remuneration.

Guest: A natural person who makes use of accommodation services.

Contracting Party: A natural or legal person who concludes an accommodation agreement as a guest or on behalf of a guest.

Accommodation Agreement: The agreement concluded between the Accommodation Provider and the Contracting Party, the content of which is governed by the following provisions.

§ 3 Conclusion of Contract

The accommodation agreement is concluded upon acceptance by the Accommodation Provider of the offer made by the Contracting Party.

Price reductions and/or special offers can only be taken into account if expressly asserted by the Contracting Party when making the offer.

The conclusion of the accommodation agreement is documented by sending a booking confirmation to the Contracting Party.

§ 4 Prices

The prices published on the website <https://alps-resorts.com/> at the time the offer is made shall apply. In addition to the overnight accommodation price, mandatory costs for final cleaning and the linen package (bed linen as well as hand and bath towels) as well as the statutory local tourist tax are payable. Additional costs may arise for optional additional equipment, catering services and special requests. The resulting total price shall be stated in the booking confirmation.

All prices include statutory value-added tax (VAT). If the statutory VAT rate changes between the booking confirmation and the start of accommodation, prices shall be adjusted accordingly. This may result in either an increase or a reduction of the total price. The Accommodation Provider shall inform the Contracting Party immediately of such change. If the price increase exceeds 5%, a Contracting Party who is a consumer within the meaning of § 1 of the Austrian Consumer Protection Act (KSchG) is entitled to withdraw from the accommodation agreement within 14 days of notification of the amended total price.

§ 5 Payments

An advance payment of 30% of the total price is due immediately upon receipt of the booking confirmation. The remaining balance must be paid no later than 30 days prior to the start of accommodation to the account specified in the booking confirmation.

For bookings made within 30 days prior to the start of accommodation, the total price is due immediately upon receipt of the booking confirmation.

At the latest upon departure of the guest, the agreed total price including all additional services and statutory VAT must be paid in full.

The Accommodation Provider is not obliged to accept foreign currencies. If foreign currencies or cashless means of payment are accepted, the Contracting Party shall bear all costs associated therewith.

§ 6 Security Deposit

To secure outstanding claims and any potential damages, a security deposit of up to EUR 500 per accommodation unit (depending on the resort and type of accommodation) must be provided at the start of the stay in the form of a credit card authorization. The exact amount of the deposit is published on the website <https://alps-resorts.com/> and stated in the booking confirmation. If the credit card authorization cannot be provided, the guest may be denied use of the accommodation; in this case, the Accommodation Provider is entitled to withdraw from the contract with immediate effect.

The settlement of the deposit shall take place within 14 days after departure. The Accommodation Provider is entitled to charge amounts up to the authorized sum; any excess amounts shall be released. Such release does not constitute a waiver of claims by the Accommodation Provider. The Accommodation Provider is also entitled to assert further claims separately within the statutory limitation periods.

§ 7 Commencement and End of Accommodation

The guest is entitled to occupy the rented premises from 4:00 p.m. on the agreed day of arrival, unless an earlier time of occupancy is stated in the booking confirmation.

If accommodation is first used before 6:00 a.m. pursuant to a corresponding agreement, the preceding night shall be deemed the first overnight stay.

On the day of departure, the rented premises must be vacated by no later than 10:00 a.m. In the event of late departure, the Accommodation Provider is entitled to charge an additional night.

§ 8 Withdrawal from the Accommodation Agreement

Withdrawal by the Accommodation Provider:

If the Contracting Party fails to meet its payment obligations under the accommodation agreement, in particular with regard to advance payment, final payment or deposit, the Accommodation Provider is entitled to withdraw from the accommodation agreement without granting a grace period.

If the guest does not arrive by 9:00 p.m. on the agreed day of arrival, there is no obligation to provide accommodation unless a later arrival time has been agreed. If payments have already been made (advance payment or final payment), the accommodation shall remain reserved for the duration of the payments made, but no longer than until 6:00 p.m. on the fourth day (with the agreed day of arrival counting as the first day), unless a later arrival date is notified.

Up to 90 days prior to the agreed day of arrival, the Accommodation Provider may terminate the accommodation agreement unilaterally for objectively justified reasons.

Withdrawal by the Contracting Party:

Up to 60 days prior to the agreed day of arrival, the accommodation agreement may be terminated unilaterally by the Contracting Party without payment of a cancellation fee. Thereafter, withdrawal is only possible subject to payment of the agreed cancellation fees.

[Placeholder for cancellation fees]

Impediments to Arrival:

If, due to unforeseeable extraordinary circumstances beyond the guest's control (e.g. extreme snowfall, flooding), the guest is unable to arrive at the accommodation establishment on the day of arrival and all means of access are impossible, there shall be no obligation to pay the agreed remuneration for the duration of the impediment.

If arrival becomes possible again within three days, the obligation to pay remuneration shall revive from that time onward.

§ 9 Provision of Alternative Accommodation

The Accommodation Provider is entitled to provide the guest with adequate alternative accommodation of equal quality if this is reasonable for the guest, in particular in the case of minor and objectively justified deviations.

Objective justification exists, for example, if the rented premises have become unusable, guests already accommodated extend their stay, overbooking exists, or important operational measures make this necessary.

Any additional expenses for the alternative accommodation shall be borne by the Accommodation Provider.

§ 10 Pets

Pets are permitted only in accommodations expressly designated for this purpose and only with prior consent of the Accommodation Provider, subject to payment of a fee of EUR 15 to EUR 25 per pet and per night. The exact costs depend on the resort and type of accommodation and are published on the website <https://alps-resorts.com/>.

The guest is obliged to keep and supervise any pets brought along properly. Furthermore, the guest must have appropriate animal liability insurance or private liability insurance covering damage caused by the specific pets. Proof must be provided upon request of the Accommodation Provider.

Pets – with the exception of assistance dogs – are not permitted in restaurant areas and wellness facilities.

§ 11 Obligations of the Contracting Party

The guest is obliged to treat the rented premises and their furnishings with care and to report any damage or defects to the Accommodation Provider immediately.

The Contracting Party shall be jointly and severally liable with the guest for all damage culpably caused by the guest, persons attributable to the guest or pets brought by the guest.

§ 12 Rights of the Contracting Party

By concluding the accommodation agreement, the Contracting Party acquires the right to customary use of the rented rooms and the generally accessible facilities of the accommodation establishment, as well as to customary service.

The exercise of these rights must comply with any hotel and guest guidelines (house rules), which are available at <https://alps-resorts.com/>.

§ 13 Obligations of the Accommodation Provider

The Accommodation Provider is obliged to provide the agreed services to an extent corresponding to the standard of the accommodation establishment.

Special services subject to mandatory price indication and not included in the accommodation fee include, depending on the resort and type of accommodation, in particular the provision of bed linen, hand and bath towels, baby cots, final cleaning, bringing pets, and catering services.

§ 14 Rights of the Accommodation Provider

The Accommodation Provider is entitled to carry out an accounting or interim accounting at any time.

If the Contracting Party refuses payment of the agreed remuneration or is in arrears, the Accommodation Provider is entitled to exercise the statutory right of retention pursuant to § 970c ABGB and the statutory lien pursuant to § 1101 ABGB over items brought in by the guest.

These rights serve to secure all claims arising from the accommodation agreement, in particular accommodation fees, special services and any claims for compensation.

§ 15 Limitation of Liability

If the Contracting Party is a consumer within the meaning of § 1 KSchG, the liability of the Accommodation Provider for slight negligence – with the exception of personal injury – is excluded.

If the Contracting Party is an entrepreneur, the liability of the Accommodation Provider for slight and gross negligence is excluded. In this case, the Contracting Party bears the burden of proof for fault.

In any case, compensation is limited to the amount of the reliance interest. Consequential damages, non-material or indirect damages, and loss of profit shall not be compensated.

The liability of the Accommodation Provider pursuant to §§ 970 et seq. ABGB remains unaffected.

§ 16 Liability for Brought-In Items

The Accommodation Provider is liable for items brought in by the guest pursuant to §§ 970 et seq. ABGB. Liability is limited in amount to the statutory liability limits.

Valuables must be stored exclusively in the in-room safe; otherwise, no liability of the Accommodation Provider shall exist.

The liability of the Accommodation Provider lapses if the occurred damage is not reported immediately.

This does not apply if the items were taken into custody by the Accommodation Provider.

The liability limitations pursuant to § 15 shall apply.

§ 17 Extension of Accommodation

There is no entitlement to an extension of the stay. An extension is only possible with the consent of the Accommodation Provider.

If the guest is unable to depart due to unforeseeable extraordinary circumstances beyond the guest's control (e.g. extreme snowfall, flooding), the accommodation agreement shall be automatically extended for the duration of the impossibility. The Accommodation Provider is entitled to charge the customary remuneration.

§ 18 Termination of the Accommodation Agreement

If the accommodation agreement was concluded for a fixed term, it shall end upon expiry of that term. In the event of early departure, the Accommodation Provider is entitled to the full agreed remuneration, less any saved expenses or income from alternative letting.

The Accommodation Provider may terminate the contract with immediate effect if there is good cause.

Good cause shall exist in particular if:

- a) the guest (including persons attributable to the guest or pets brought along) makes significantly detrimental use of the rented premises or common areas of the accommodation establishment or otherwise behaves in a grossly improper manner toward the Accommodation Provider, its staff or other guests;
 - b) the guest suffers from a contagious disease or otherwise becomes in need of care;
 - c) due claims of the Accommodation Provider are not paid despite the granting of a reasonable grace period;
 - d) performance of the contract by the Accommodation Provider becomes impossible due to force majeure. Force majeure exists if performance is wholly or partially prevented by circumstances beyond the control of the Accommodation Provider (e.g. war, natural disasters, strikes, official orders).
- Upon the death of the guest, the accommodation agreement shall end with immediate effect.

§ 19 Illness of the Guest

If a guest falls ill during the stay, the Accommodation Provider shall, upon request or in case of imminent danger, arrange for medical care at the guest's expense.

The Accommodation Provider is entitled to reimbursement of all expenses incurred as a result of the guest's illness, as well as other disadvantages (e.g. cleaning and disinfection costs, lost rental income).

§ 20 Miscellaneous

Set-off by the Contracting Party is only permitted in the event of insolvency of the Accommodation Provider or in respect of claims that have been finally adjudicated or acknowledged by the Accommodation Provider.

Obvious typographical errors shall not be binding on ALPS RESORTS GmbH.

§ 21 Complaints

Despite all efforts by the Accommodation Provider, complaints by the guest cannot be ruled out. Any complaints must be reported immediately to the staff of the Accommodation Provider so that the latter has the opportunity to remedy the situation.

§ 22 Data Protection

ALPS RESORTS GmbH processes the guest's personal data in accordance with the provisions of the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG).

Within the framework of the accommodation agreement, ALPS RESORTS GmbH collects and processes personal data of the Contracting Party and the guest (e.g. name, address, contact details, dates of birth, payment information). This is done for the performance of the contract (Art. 6 para. 1 lit. b GDPR; e.g. processing the booking), for compliance with legal obligations (Art. 6 para. 1 lit. b GDPR; e.g. registration requirements), and – where necessary – to safeguard the legitimate interests of the Accommodation Provider (Art. 6 para. 1 lit. f GDPR; e.g. assertion of claims for damages).

The guest's data shall only be stored for as long as necessary for the stated purposes or as long as statutory retention obligations exist.

Data will only be passed on to third parties insofar as this is necessary for contract performance or due to legal obligations (e.g. tax advisors, tourism associations).

The guest has the right, in accordance with the GDPR, to access, rectification, erasure, restriction of processing and data portability.

§ 23 Place of Performance, Applicable Law and Jurisdiction

The place of performance is the registered office of the accommodation establishment for which the booking is made.

Austrian law shall apply, excluding the conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

If the Contracting Party is an entrepreneur within the meaning of § 1 KSchG, the court with subject-matter jurisdiction at the registered office of ALPS RESORTS GmbH shall have exclusive jurisdiction.

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