



TERMS AND CONDITIONS FOR BOOKING TRAVEL PACKAGES AND ACCOMMODATION ONLY SERVICES THROUGH ÖTZTAL TOURISMUS INCOMING GMBH

Ötztal Tourismus Incoming GmbH

Gemeindestraße 4
6450 Sölden
Österreich
T +43 (0)57200-256
F +43 (0)57200-275
E incoming@oetztal.com
www.incoming.oetztal.com
Registered number in the Tour Operator Register: 2017/0027

1 Scope of Application:

These Terms and Conditions of Condition ("T&C") apply to any bookings for "travel packages" and for "accommodation only services" made through Ötztal Tourismus Incoming GmbH, i.e. to those made through the online booking system and to those made otherwise (in writing, by telefax or telephone).

Pursuant to these T&C, the meaning of "travel packages" is congruent with the meaning of the term under the Austrian Federal Law concerning Travel Packages and linked Travel Arrangements (*Pauschalreisegesetz*, "PRG"; § 2(2) PRG).

Bookings for "accommodation only services" do not fall within the scope of the PRG, because only one type of travel service ((tourist) accommodation for persons) is booked through Ötztal Tourismus Incoming GmbH. Insofar as the booking of travel packages is excluded from the scope of the PRG by virtue of § 1(2) PRG, these travel services shall also be classified as "accommodation only services" under these T&C.

These Terms and Conditions do not apply in cases where Ötztal Tourismus (tourism association, public law corporation) solely acts as an agent for travel services; in this event, the Terms and Conditions for Travel Retail by Ötztal Tourismus shall apply.

2 Contractual Relationship between Ötztal Tourismus Incoming GmbH and Guests:

2.1 Ötztal Tourismus Incoming GmbH as Organiser:

For travel packages and bookings for accommodation only services provided by Ötztal Tourismus Incoming GmbH as an organiser, a guest submits the booking to Ötztal Tourismus Incoming GmbH directly.

2.2 Conclusion of the contract:

By virtue of the booking, a guest submits an offer to conclude a contract to Ötztal Tourismus Incoming GmbH. The contract is concluded upon written confirmation (e.g. by e-mail) by Ötztal Tourismus Incoming GmbH.

2.3 Application of the Travel Terms and Conditions (ARB 1992):

In addition to any individual agreements with a guest, a contractual relationship between Ötztal Tourismus Incoming GmbH and guests is subject to the present T&C and the Travel Terms and Conditions (ARB 1992), as recommended by the Professional Travel Agent Association in conjunction with the Consumer Policy Advisory Council, as amended following the reform of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz* BGBl. 247/93) and the Austrian Warranty Law Amendment Act (*Gewährleistungsrechts-Änderungsgesetz*, BGBl. I Nr. 48/2001). The ARB 1992 is available at <https://www.oetztal.com/general-terms-and-conditions-winter>

The ARB 1992 only partially applies where no other individual agreements are made or no other provisions are set out in the present T&C. In this respect (in the event of substantive differences), an individual agreement shall prevail over any other integral parts of the contract and the present T&C shall take precedence over the ARB 1992. The most important deviations in the T&C from the ARB 1992 are presented separately and compared.

3 Payment:

Unless otherwise agreed, the guest must pay 10% of the total price as a deposit within 10 days of conclusion of the booking, but no earlier than 11 months prior to the agreed end of the trip.

The remaining balance shall be due from the guest 14 days prior to commencement of travel.

The payments may be made by bank transfer only.

4 Defective performance:

In the event of defective performance, the provisions in the ARB 1992 and statutory provisions shall apply.

Note: The guest must, taking into account the respective circumstances, immediately notify Ötztal Tourismus Incoming GmbH of any defective performance arising during the provision of the travel services agreed upon in the package travel contract.

5 Changes to the Contract:

5.1 Price Revisions (Derogation from Section B, Point 8.1 of the ARB 1992):

In line with § 8 PGR and Section B, Point 8.1 of the ARB 1992, Ötztal Tourismus Incoming GmbH reserves the right to increase the prices for travel package bookings (for example due to changes in transportation costs). Pursuant to these provisions, price changes to the benefit of guests lead to a reduction in the travel package price. Changes in the travel package price will be undertaken through a relative adjustment of the charges for the respective services concerned. If the price increase exceeds 8% of the travel package price, a guest may, under § 9(2)-(5) PRG, agree to the proposed change or cancel the contract within a reasonable period defined by Ötztal Tourismus Incoming GmbH according to § 9 Abs 2-5 PRG without any payment of fees.

Point 5.1 and Section B, Point 8.1 of the ARB 1992 does not apply to bookings for accommodation only services.

5.2 Other Changes (Partial Derogation from Section B, Point 8.2 of the ARB 1992):

In respect of travel package bookings, Ötztal Tourismus Incoming GmbH is also entitled, under § 9(1) PRG, to make other insignificant amendments to the contract as well as to make contract amendments pursuant to § 9(2)-(5) PRG. Guests will be informed of such changes accordingly.

Section B, Point 8.2 of the ARB 1992 does not apply to travel package bookings.

In respect of bookings for accommodation only services, Ötztal Tourismus Incoming GmbH is also entitled to make other insignificant amendments or other changes benefiting the guest. Section B, Point 8.2 otherwise applies to accommodation only bookings. Guests will be informed of such changes accordingly.

5.3 Right of Assignment of Guests (Derogation from Section B, Point 2 of the ARB 1992):

In respect of travel package bookings (but not accommodation only bookings), a guest is entitled, under § 7(1) PRG, to transfer the travel package contract to another person who meets the conditions of contract. Point 2 of the ARB 1992 does not apply.

Ötztal Tourismus Incoming GmbH

Gemeindestraße 4 6450 Sölden T +43 (0) 57200 256 F +43 (0) 57200 275 incoming@oetztal.com www.incoming.oetztal.com
Bankverbindung: UID ATU72143218 Raiffeisenbank Sölden BLZ 36324 Kto.-Nr. 442772 BIC: RZTIAT22324 IBAN: AT34 3632 4000 0044 2772



6 Hotel Categories and Hotel Information:

6.1 Hotel Classifications:

Hotel classifications are based on inspections of the accommodation facility conducted by the Austrian Chamber of Commerce's Professional Hotel Association.

6.2 Additional Hotel Information:

Additional hotel information is drawn from information provided by the particular hotel. Ötztal Tourismus Incoming GmbH assumes no responsibility for this information.

7 Data Protection:

Guests acknowledge that the personal data entered by them will be processed to the extent that this is necessary for completing the booking only (Art 6(1)(b) of the EU's General Data Protection Regulation). The data will be deleted upon the expiry of statutory retention periods. Ötztal Tourismus Incoming GmbH complies with the legal data protection regulations. Under the General Data Protection Regulation, guests are entitled to information about the personal data concerned, to rectification, erasure or restriction of processing of the personal data concerned, to object to the processing of the personal data concerned and to receive the personal data. On the grounds of an alleged breach of data protection regulations, a guest has a right to complain to the data protection authority under certain circumstances.

8 Cancellation Rights, Contract Termination (Derogation from Section B, Point 7.1 of the ARB 1992):

Prior to departure, a guest may, at any time, cancel the travel contract without giving reasons. Unless § 9 Abs 2 PRG applies (cancellation without fees for package tours), the guest must, depending on the time of receipt by Ötztal Tourismus Incoming GmbH of cancellation, pay the following cancellation fees:

- up to 60 days prior to departure: no cancellation fees;
- 59 days up to 30 days prior to departure: 50% of the total travel package price or (for accommodation only bookings) of the travel price;
- 29 days up to 8 days prior to departure: 70% of the total travel package price or (for accommodation only bookings) of the travel price;
- 7 or fewer days prior to departure: 85% of the total travel package price or (for accommodation only bookings) of the travel price.

up to 60 days prior to departure	59 days up to 30 days prior to departure	29 days up to 8 days prior to departure	7 or fewer days prior to departure
no cancellation fees	50 %	70 %	85 %

If a guest does not appear for the departure ("no show") without providing Ötztal Tourismus Incoming GmbH timely (at least 3 days prior to the commencement of travel stipulated in the contract) information thereof, a flat-rate fee of 90% of the accommodation price must be paid.

If a guest departs early, Ötztal Tourismus Incoming GmbH is entitled to payment of the full price agreed. However, Ötztal Tourismus Incoming GmbH will deduct from the remaining balance any savings made as a result of services not used or any amount received by renting the rooms. A saving only accrues if the respective accommodation company is fully booked during the time the room(s) are reserved for the guest and the room(s) can be rented to other guests due to the cancellation of the guest. The burden of proving the savings lies with the guest.

Section B, Point 7.1 of the ARB 1992 ("Cancellation on the part of the customer before commencement of travel") does not apply.

Under the Distance and Off-Premises Selling Act (§ 1(2)(8), § 18(1)(10) FAGG), there is no right to cancel the travel packages and accommodations only bookings organised by Ötztal Tourismus Incoming GmbH.

In addition to the rights to cancellation provided under ARB 1992 and PRG, Ötztal Tourismus Incoming GmbH may also cancel a travel contract without setting an extension period if the guest is late in paying the deposit or any other payment due.

9 Passport, Visa and Health Regulations (Derogation from Section A, Point 2.1 of the ARB 1992):

Citizens of EU Member States, EEA countries and Switzerland do not require a visa to enter the Republic of Austria (however, travel documents must be carried upon entry). All other nationals are generally subject to visa requirements when entering the Schengen area or the Republic of Austria. Therefore, a Schengen visa is required for short stays (without gainful employment) lasting up to 90 days in any 180 days period. Citizens of certain countries are exempt from this visa requirement. Further information on special passport and visa requirements as well as on the necessary health formalities can be obtained from, among others, the Federal Ministry for Europe, Integration and Foreign Affairs (<https://www.bmeia.gv.at/>).

Guests are responsible for compliance with any passport, visa, customs and foreign exchange regulations as well as any health formalities.

10 Travel Insurance:

Die Ötztal Tourismus Incoming GmbH itself does not offer any travel insurance. Ötztal Tourismus recommends taking out travel insurance.

11 Insurance Protection:

11.1 Protection:

In accordance with the Austrian Travel Agency Insurance Regulation (RSV), customer funds for package tours provided by Ötztal Tourismus Incoming GmbH are protected under the following conditions:

A deposit is made no earlier than eleven months before the agreed end of the trip and amounts to 10% of the travel price. Payment of the remaining balance is made no earlier than 20 days prior to commencement of travel. Any deposits or final payments made in excess of or prior to these conditions cannot be secured. Deposits and final payments are only protected to the extent that the travel organiser is entitled to receive them. Payments received in accordance with the regulations will be given priority in respect of payment from the sum insured.

11.2 Insurer:

For the purpose of protecting guests in case of insolvency, an indefinite personal guarantee statement was submitted by Ötztal Tourismus (tourism association; public law corporation), Gemeindefstraße 4, 6450 Sölden, tel.: +43 (0) 57200 0, e-mail: info@oetztal.com pursuant to § 3(3)(2) of the Austrian Travel Agency Security Regulation (*Reisebürosicherungsverordnung*, RSV) on 20/04/2017.

11.3 Liquidator:

Europäische Reiseversicherung AG, Kratochwjlestraße 4, 1220 Vienna, tel.: +43 (0) 1 3172500 73231, fax: +43 (0) 1 319 93 67, e-mail: info@europaeische.at.

11.4 Registration of Claims:

Guests must register their insolvency claims with the liquidator within 8 weeks of the opening of the organiser's insolvency proceedings. Failure to do so will result in a loss of the claims.

12 Dispute Resolution:

The European Commission provides platform for online dispute resolution (OS), which is available at <http://ec.europa.eu/consumers/odr>.

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The present T&C derogate from the ARB 1992 in specific instances. In the comparison table below, ~~strikethrough text~~ indicates which ARB 1992 provisions generally do not apply; separately underlined text indicates that the provisions only apply in part:

ARB 1992	Terms and Conditions for Booking Travel and Accommodation Only Services through Ötztal Tourismus Incoming GmbH
<p>Section B., Point 8.1: 8.1 Price Revisions The organiser reserves the right to increase the travel price confirmed in the booking for reasons independent of its will if the period between the conclusion of the contract and the departure is longer than two months. Such reasons only include changes in the transportation costs, e.g. the fuel costs, the dues, taxes or fees chargeable for certain services, like landing taxes, embarkation and disembarkation fees in harbours and corresponding fees at airports or the exchange rates to be applied to the particular package.</p> <p>Any price reduction arising for these reasons must be passed on to the traveller.</p> <p>Within the two-month period, prices may only be increased if the reasons for this have been negotiated separately during booking and stated on the reservation form.</p> <p>During the 20 days prior to the departure date stipulated, the price stated in the contract shall not be increased.</p> <p>A price revision is only admissible if the agreed conditions are met and an exact calculation of the new price is also provided. The customer must be notified immediately of the price revision and its reasons.</p> <p>If the price increase amounts to more than 10 percent, the customer is entitled to cancel the contract without incurring cancellation fees. (see Section 7.1.a.);</p>	<p>Point 5.1: In line with § 8 PGR and Section B, Point 8.1 of the ARB 1992, Ötztal Tourismus Incoming GmbH reserves the right to increase the prices for travel package bookings (for example due to changes in transportation costs). Pursuant to these provisions, price changes to the benefit of guests lead to a reduction in the travel package price. Changes in the travel package price will be undertaken through a relative adjustment of the charges for the respective services concerned. If the price increase exceeds 8% of the travel package price, a guest may, under § 9(2)-(5) PRG, agree to the proposed change or cancel the contract within a reasonable period defined by Ötztal Tourismus Incoming GmbH according to § 9 Abs 2-5 PRG without any payment of fees.</p> <p>Point 5.1 and Section B, Point 8.1 of the ARB 1992 does not apply to bookings for accommodation only services.</p>
<p>Section B., Point 8.2: 8.2 Changes in performance after commencement of travel - In respect of changes for which the operator is responsible, the regulations as specified in Section 5 (legal grounds in case of defective performance) will apply.</p> <p>- If, after departure, it arises that a significant proportion of the contractually agreed services will or cannot be provided, the organiser must – without additional remuneration – make suitable alternative arrangements so that the tour can be continued. If it is impossible to make such arrangements or these are not accepted by the customer for good reasons, the organiser shall, where appropriate, provide the consumer, at no extra cost, with equivalent transport back to the place of departure, or to another point to which the consumer agrees. Furthermore, in the case of non-performance or improper performance of the contract the organiser is obliged, to the best of his abilities, to assist the customer in overcoming any difficulties.</p>	<p>Point 5.2: In respect of travel package bookings, Ötztal Tourismus Incoming GmbH is also entitled, under § 9(1) PRG, to make other insignificant amendments to the contract as well as to make contract amendments pursuant to § 9(2)-(5) PRG. Guests will be informed of such changes accordingly.</p> <p>Section B, Point 8.2 of the ARB 1992 does not apply to travel package bookings.</p> <p>In respect of bookings for accommodation only services, Ötztal Tourismus Incoming GmbH is also entitled to make other insignificant amendments or other changes benefitting the guest. Section B, Point 8.2 otherwise applies to accommodation only bookings. Guests will be informed of such changes accordingly.</p>
<p>Section B., Point 2: A change in traveller is possible if the substitute person meets all the conditions for participation and can be completed in two ways:</p> <p>2.1: Assignment of the claim to the travel service The booking party's obligations under the travel contract remain effective if all or individual claims under this contract are assigned to a third party. In this case, the booking party will bear the resulting additional costs.</p> <p>2.2: Assignment of the tour Where the customer is prevented from proceeding with the tour, the contractual relationship may be transferred to another person. The organiser must be informed about the transfer either directly or via the agent within a reasonable period before the departure date. The organiser may declare a specific period in advance. The assignor and the assignee will be jointly liable for both the remaining balance and the additional costs arising from the assignment.</p>	<p>Point 5.3: In respect of travel package bookings (but not accommodation only bookings), a guest is entitled, under § 7(1) PRG, to transfer the travel package contract to another person who meets the conditions of contract. Point 2 of the ARB 1992 does not apply.</p>
<p>Section B., Point 7.1: a) Cancellation without cancellation fees In addition to the cancellation rights provided by law, the customer may, without the organiser having recourse against him, cancel the contract if the following situations arise prior to commencement of performance:</p> <p>If material components of the contract including the travel price are changed to a considerable extent.</p> <p>Frustration of the intended purpose and/or character of the tour or an increase in the agreed travel price by more than 10% pursuant to section 8.1 will definitely constitute such contract changes.</p> <p>The organiser is obliged to notify the customer immediately of the contract changes either directly or via the procuring travel agency and to inform him about the existing option to either accept the contract changes or cancel the contract; the customer must immediately exercise his right to choose.</p> <p>If the organiser is responsible for the occurrence of the event entitling the customer to the cancellation, the organiser is obliged to compensate the customer for any damages.</p> <p>b) Claim to replacement services</p>	<p>Point 8: Prior to departure, a guest may, at any time, cancel the travel contract without giving reasons. Unless § 9 Abs 2 PRG applies (cancellation without fees for package tours), the guest must, depending on the time of receipt by Ötztal Tourismus Incoming GmbH of cancellation, pay the following cancellation fees:</p> <ul style="list-style-type: none"> - up to 60 days prior to departure: no cancellation fees; - 59 days up to 30 days prior to departure: 50% of the total travel package price or (for accommodation only bookings) of the travel price; - 29 days up to 8 days prior to departure: 70% of the total travel package price or (for accommodation only bookings) of the travel price; - 7 or fewer days prior to departure: 85% of the total travel package price or (for accommodation only bookings) of the travel price. <p>[...]If a guest does not appear for the departure ("no show") without providing Ötztal Tourismus Incoming GmbH timely (at least 3 days prior to the commencement of travel stipulated in the contract) information thereof, a flat-rate fee of 90% of the accommodation price must be paid.</p> <p>If a guest departs early, Ötztal Tourismus Incoming GmbH is entitled to payment of the full price agreed. However, Ötztal Tourismus Incoming GmbH will deduct from the remaining balance any savings made as a result of services not used or any amount received by renting the rooms. A saving only accrues if the respective accommodation company is fully booked</p>

<p>If he does not make use of the cancellation option according to letter a) and in case of cancellation by the organiser without fault on the customer's part, the customer may — instead of the contract rescission — request contract performance through participation on any other equivalent tour if the organiser is able to provide this service.</p> <p>In addition to the right to the option to choose, the customer also has a claim to damages due to non-performance of the contract, unless the cases of 7.2 take effect.</p> <p>e) Cancellation with cancellation fees The cancellation fee is a percentage of the travel price and its amount depends on the time at which notice of cancellation is given and the respective type of journey. The travel price or the package price is the total price of the contractually agreed service.</p> <p>In any cases not mentioned under letter a), the customer is — against payment of a cancellation fee — entitled to cancel the contract. In case the cancellation fees are not reasonable, they can be abated by court.</p> <p>Depending on the type of journey, the following cancellation rates result per person:</p> <p>1. Special flights (charter), group IT (group package tours using regular service), bus group excursions (journeys lasting several days) up to 30 days prior to departure.....10% 29 to 20 days prior to departure...25% 19 to 10 days prior to departure...50% 9 to 4 days prior to departure.....65% 3 days (72 hours) or fewer prior to departure.....85% of the travel price.</p> <p>2. Individual IT (individual package tours using regular service); train group excursions (except for special trains) up to 30 days prior to departure.....10% 29 to 20 days prior to departure...15% 19 to 10 days prior to departure...20% 9 to 4 days prior to departure.....30% 3 days (72 hours) or fewer prior to departure.....45% of the travel price.</p> <p>Special conditions apply to hotel accommodation, holiday flats, boat trips, one-day bus travels, special trains and scheduled flights at special tariffs. The latter are to be listed in the detailed program.</p> <p>Notice of cancellation When cancelling the contract, the following must be observed:</p> <p>The customer (principal) may, at any time, notify the travel agency at which the journey was booked of the cancellation. In case of cancellation, it is recommended to do so —by registered letter or —in, with an accompanying written declaration.</p> <p>d) No show No show means if the customer does not appear for the departure, irrespective of whether he does not want to travel or he misses the departure due to his negligence or due to a mishap that has befallen him. If it has been ascertained that the customer cannot or does not want to make use of the remaining travel service, he must pay 85% of the package price for journeys listed in point c 1. (e.g. special flights) and 45% of the package price for journeys listed in point c 2. (e.g. individual IT).</p> <p>If the rates mentioned above are not reasonable, they can be abated by court in the special case.</p>	<p>during the time the room(s) are reserved for the guest and the room(s) can be rented to other guests due to the cancellation of the guest. The burden of proving the savings lies with the guest.</p> <p>Section B, Point 7.1 of the ARB 1992 ("Cancellation on the part of the customer before commencement of travel") does not apply.</p> <p>Under the Distance and Off-Premises Selling Act (§ 1(2)(8), § 18(1)(10) FAGG), there is no right to cancel the travel packages and accommodations only bookings organised by Ötztal Tourismus Incoming GmbH.</p> <p>In addition to the rights to cancellation provided under ARB 1992 and PRG, Ötztal Tourismus Incoming GmbH may also cancel a travel contract without setting an extension period if the guest is late in paying the deposit or any other payment due.</p>
<p>Section A, Point 2.1: It is commonly known that a valid passport is needed for travel abroad.</p> <p>Additionally, the travel agency must inform the customer about the respective foreign passport, visa and health entry provisions and, upon request, about foreign currency and customs regulations if they can be obtained in Austria. The customer is personally responsible for compliance with these regulations. If possible, the travel agency will, against payment, undertake the provision of any visa required.</p> <p>Upon request, the travel agency will, if possible, provide information about special regulations concerning foreigners, stateless persons as well as persons holding a double citizenship.</p>	<p>Point 9: [...] Guests are responsible for compliance with any passport, visa, customs and foreign exchange regulations as well as any health formalities.</p>

Sölden, 1 March 2018