



# MAYRHOFEN-HIPPACH TOURIST BOARD

## GENERAL TERMS & CONDITIONS

### FOR ROOM BOOKINGS

Status quo 1.4.2019

#### 1. Scope:

These General Terms and Conditions (hereinafter referred to as "GTCs") apply in the version valid on the day of contractual conclusion to all agreements concluded via the Mayrhofen Tourism Association online booking platform (hereinafter referred to as "TVB" or "we" or "us"), under the domain <https://www.mayrhofen.at>.

Customers may find details of these General Terms and Conditions under the domain: <https://www.mayrhofen.at>. The link to the GTCs is located directly in front of the order button, so that the customer has the opportunity to view the valid GTCs before ordering.

These GTCs do not apply to the legal relationship between the Customer and the Accommodation Provider. Should the Accommodation Provider use their own GTCs, these shall be decisive for the contractual relationship between the Customer and the Accommodation Provider.

#### 2. Terms & Definitions:

The term "**Customer**" includes consumers as defined by the Consumer Protection Act (hereinafter referred to as "COPRA") and businesses as defined by the Austrian Commercial Code (hereinafter referred to as "UGB"). If only the term "Customer" is used, then this relevant GTC clause applies to both consumers and businesses. If only the term "**Consumer**" is used, this provision shall apply only to consumers as defined by the COPRA.

The term "**Accommodation Provider**" includes both commercial landlords and non-commercial landlords, the services of whom are offered on the virtual marketplace provided by us.

The term "**Contract**" includes accommodation contracts from Accommodation Providers that are agreed on our virtual marketplace. Our services are provided exclusively on the basis of these GTCs; conflicting conditions or conditions of the customer that deviate from our GTCs shall not apply, unless we have agreed to their validity.

In each case, the valid version at the time of conclusion of contract is decisive.

#### 3. Contractual Party:

We merely provide the virtual marketplace on which the Customer can conclude contracts with the Accommodation Provider.

We shall not become a contractual partner ourselves, but a service provider, merely providing the platform on which contracts between the Accommodation Provider and Customer may be concluded.

In general, no contracts for goods shall be concluded between the Accommodation Provider and Customer, but only accommodation contracts.

#### 4. Consent / Confirmation:

Pursuant to Article 6 (1) lit a of the Basic Data Protection Act (hereinafter referred to as "GDPR"), the Customer expressly agrees that personal data may be processed and stored for the purpose of our brokerage activities. Furthermore, the Customer expressly agrees that newsletters may be sent to the Customer, if the Customer has given his/her consent by clicking on the relevant field. Also in this respect, the Customer expressly agrees that personal data may be processed and stored for this marketing purpose.



By clicking the "GTCs read" field, the Customer confirms to have read, understood and accepted these GTCs.

By clicking on the "Consent in accordance with the GDPR/DSG" field, the Customer agrees that their personal data may be stored and processed for our brokerage activities.

By clicking on the "Cookie field" on our homepage, the Customer agrees to the use of cookies.

## **5. Conclusion of contract between Accommodation Provider and Customer, as well as terms of payment:**

### **A) Conclusion of contract between the Accommodation Provider and Customer:**

Submission of the Customer's booking data to the Accommodation Provider qualifies as a legally binding offer by the Customer, as defined by the General Civil Code (hereinafter referred to as "ABGB"), after which the accommodation contract only comes into effect by submission of the booking confirmation.

Only the GTCs of the Accommodation Provider shall apply for the accommodation agreement. If the Accommodation Provider only has separate cancellation conditions, these cancellation conditions and the General Terms and Conditions for the Austrian Hotel Industry shall apply in the current version. If the Accommodation Provider does not provide any general terms and conditions, the General Terms and Conditions for the Austrian Hotel Industry in the valid version shall apply to the accommodation contract; see following link:

[https://www.wko.at/branchen/tourismus-freizeitwirtschaft/hotellerie/AGBH\\_061115.pdf](https://www.wko.at/branchen/tourismus-freizeitwirtschaft/hotellerie/AGBH_061115.pdf)

### **B) Exclusion of the Right of Withdrawal:**

The contract between the Proprietor and a Consumer shall be governed by the Distance and Foreign Trade Act (hereinafter referred to as "FAGG"). The Consumer is hereby informed that the 14-day right of withdrawal pursuant to § 18 (1) Z 10 FAGG does not apply to accommodation agreements.

Withdrawal from the contract (cancellation) in the case of accommodation contracts shall be effected in accordance with the agreement reached between the Customer and Accommodation Provider, and subsidiarily in accordance with the General Terms and Conditions for the Austrian Hotel Industry as amended.

### **C) Terms of payment:**

Payment shall be made directly between the Accommodation Provider and the Customer in accordance with the payment agreement concluded between the Customer and the Accommodation Provider. In any case, the payment service provider or Tourist Board shall not debit any amount, but only use the credit card data as security for the agreed fee, or to secure the agreed cancellation conditions. If necessary, the Accommodation Provider will debit the credit card.

With regards to mountain hut bookings (in particular when booking the so-called Peter-Habeler-Route), in which the customer hikes from hut to hut and is accommodated there, the Tourist Board shall debit the amount through the respective credit card payment service provider.

## **6. Liability:**

We only provide the virtual marketplace for the conclusion of contracts and, in addition, have no legal relationship with the Customer and/or Accommodation Provider. All contracts are concluded exclusively between the Customer and the Accommodation Provider.

Accordingly, any claims by the Customer, in particular for warranty, damages, error, laesio enormis, as well as all other conceivable bases for claims, shall be made against the respective Accommodation Provider.

Under no circumstances may any claims be lodged against us due to our mediation activities. Moreover, we are not obliged to mediate in disputes between the contracting parties.



Furthermore, we assume no liability that this virtual marketplace is constantly available and assume no responsibility for the completeness and accuracy of the information provided by the contracting parties.

The Accommodation Providers declare that the texts, images and other data provided to us by them do not infringe any intellectual property rights, in particular any copyrights of third parties, and undertake to indemnify and hold us harmless, if the opposite is the case.

The duty to inform in accordance with § 4 FAGG, whereby the Consumer is to be informed in particular about price and performance before conclusion of the contract, applies to the Accommodation Provider of the respective service. We assume no liability for the obligation to provide information.

#### **7. Link to the online dispute resolution platform:**

The Alternative Dispute Settlement Act (BGBl. I No. 105/2015 as amended) is not applicable to the brokerage contract concluded between us and the Consumer, as it lacks the required remuneration. We provide the services of the virtual market place at no charge. The Alternative Dispute Resolution Act applies only to contracts for paid goods and services.

#### **8. "Cookies notice":**

We would like to point out that for the purpose of the booking process and for later contract processing with the Accommodation Provider, the IP data of the Customer or subscriber are stored within the framework of cookies, as are the name, e-mail and credit card number of the Customer.

#### **9. Data storage:**

The data provided by the Customer is required to complete the purchase contract, or for the implementation of pre-contractual measures. Without this data, the Accommodation Provider cannot conclude a contract with the Customer. No data will be transferred to third parties, with the exception of the transfer of credit card details to the processing bank / payment service provider for the purpose of transferring the booking price to the Accommodation Providers.

After cancellation of the booking process, we will immediately delete any personal data we have stored. In the case of a contract being concluded, all data from the contractual relationship are stored until expiry of the tax retention period (seven years).

Data processing is based on the statutory provisions of § 96 (3) TKG (Austrian Telecommunications Act) and Art. 6 para. 1 a) (consent) and/or b) (necessary for fulfilment of the contract) of the GDPR.

#### **10. Place of performance, place of jurisdiction and applicable law:**

This mediation contractual relationship is governed by Austrian law. Consumers cannot invoke the law of their home country, as the services owed are provided in the Republic of Austria pursuant to Art. 6 (4) lit a Rome I Regulation.

Any disputes arising from this mediation agreement shall be subject to the jurisdiction of the domestic court that has substantive and local jurisdiction for our registered office in 6290 Mayrhofen.

#### **11. Requirement of written form:**

Amendments to our General Terms and Conditions shall be explicitly indicated as such and can only be made in writing. This formal requirement can only be waived in writing. The customer may not invoke verbal agreements that deviate from our GTCs; these are deemed to be ineffective.



## 12. Severability Clause:

The invalidity of individual provisions of these GTCs or their components shall not affect the validity of the remaining provisions. Each invalid provision shall be replaced by a valid provision which is equivalent in economic effect to the invalid provision, provided that no substantial change is brought about to these GTCs.

## 13. Consent in accordance with the Basic Data Protection Ordinance (GDPR) and the Data Protection Act (DSG):

The Customer expressly agrees that the personal data disclosed in the context of this brokerage transaction shall be stored by us and forwarded to the Accommodation Provider for conclusion of the contract.

Furthermore, the Customer agrees that any personal data provided for the purpose of sending the newsletter may be stored and processed by us.

The Customer will be informed of further data protection regulations and information on data protection via <https://www.mayrhofen.at/meta/datenschutz>

This consent is given for an unlimited period and can be revoked at any time by the Customer with regard to their personal data.

Pursuant to § 43 DSG, the following additional information is made available:

1: Responsible Person: Chairman Andreas Hundsbichler, Dursterstraße 225, 6290 Mayrhofen

2. Data Protection Officer Mag. (FH) Dominik Neuner, Hintertux 744, 6294 Tux

3. Rights of the Customer as a person concerned within the context of the DSG:

The person concerned or Customer is entitled,

- to check whether and which personal data we have stored about their person and to receive copies of this data;
- request the correction, addition or deletion of personal data that is incorrect or has not been agreed in accordance with the law;
- to request that the processing of personal data be restricted;
- to object to the processing of personal data or to revoke previously given consent for processing in certain circumstances;
- request data transferability;
- to know the identity of third parties to whom the personal data will be communicated, and
- lodge a complaint with the competent authority (Austrian Data Protection Authority, Wickenburggasse 8, 1080 Vienna, telephone: +43/1 52 152-0, e-mail: [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at)).