

General terms and conditions for the arrangement of accommodation, transport and leisure services

by Serfaus-Fiss-Ladis Marketing GmbH

(1) Scope of application, conclusion of agreement

We, Serfaus-Fiss-Ladis Marketing GmbH as operator of the tourist information platform www.serfaus-fiss-ladis.at, act as intermediary in the business relationship between you as booking customer and our local accommodation company as well as other tourist service providers (such as cable cars, ski schools, etc.). **We are not a tour operator.**

As intermediary we assume the obligation to try to fulfil your claim to third-party services (accommodation companies, organisers, cable cars, ski schools, etc.). Please note that we as intermediary do not have any influence on the availability of the accommodation booked by you or the quality of the external services procured by us and thus cannot assume any responsibility or liability regarding this matter. Correspondingly, this shall also apply to transport services (cable cars) as well as leisure services (e.g. ski school services) procured by us.

(2) Procurement of accommodation

Each accommodation agreement procured by us shall be closed directly between you as booking customer (guest) and the corresponding accommodation company. Possible mutual claims from the accommodation agreement are only to be asserted against the direct partner and without any liability or joint liability of Serfaus-Fiss-Ladis Marketing GmbH and/or the Serfaus-Fiss-Ladis tourism association.

The encashment of the price of your booking confirmed by us shall be effected directly at the accommodation company.

The general terms and conditions of the corresponding accommodation company including the corresponding cancellation policy shall primarily apply to the accommodation agreement.

Subsidiary to the general terms and conditions of the accommodation company concerned, as well as for the case that the corresponding accommodation company does not take any terms and conditions as a basis for the accommodation agreement procured by us, the *ALLGEMEINE GESCHÄFTSBEDINGUNGEN FÜR DIE HOTELLERIE 2006 (AGBH)* [GENERAL TERMS AND CONDITIONS FOR THE HOTEL INDUSTRY 2006] shall apply in the respective valid version at the time of booking.

You can download the *AGBH* at the following Internet address:
https://www.serfaus-fiss-ladis.at/agb-datenschutz/agbh_englisch.pdf

General terms and conditions for the hotel industry 2006 (excerpt)

II. We especially record the § 5 Rescission of the Accommodation Agreement – Cancellation fee from the *AGBH* as follows:

5.1 If the Accommodation Agreement provides for a down payment and such down payment has not been made by the Party in time, the Proprietor may rescind the Accommodation Agreement without granting any grace period.

5.2 If the Guest fails to arrive by 6.00 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to accommodate them unless a later time of arrival has been agreed upon. .

5.3 If the Party has made a down payment (see 3.3), the rooms shall be deemed reserved until 12.00 noon on the day following the date of arrival at the latest. If a down payment to the amount of more than four days has been made, the obligation to accommodate the Guest shall end on 6.00 p.m. on the fourth day, the date of arrival being deemed the first day, unless the Guest informs the Proprietor of a later date of arrival.

5.4 Unless otherwise agreed upon, the Proprietor may rescind the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration until 3 months before the agreed date of arrival of the Party.

Rescission by the Party – Cancellation fee

5.5 The Party may rescind the Accommodation Agreement by means of a unilateral declaration until 3 months before the agreed date of arrival of the Guest without being liable to pay a cancellation fee.

5.6 Outside the period specified in § 5.5., the Party may only rescind the Accommodation Agreement by means of a unilateral declaration subject to the following cancellation fees:

- **no cancellation fees until 3 months before the date of arrival;**
- **40% of the total agreed price until 1 month before the date of arrival;**
- **70% of the total agreed price until 1 week before the date of arrival;**
- **90% of the total agreed price within the last week preceding the date of arrival.**

(3) Procurement of ski passes:

Insofar as you have booked a ski pass via our booking platform, the respective current ski pass conditions shall apply to the utilisation of the services: <https://www.serfaus-fiss-ladis.at/agb-datenschutz/ski-pass-conditions-en.pdf>. The collection of the ski passes you booked takes place by direct debit of your credit card.

(4) Procurement of leisure services:

Insofar as you have booked leisure services via our booking platform, the respective current conditions of the corresponding service provider shall apply.

Ski School Serfaus: <http://www.skischule-serfaus.com/en/agb/>

Ski School Fiss-Ladis: <http://www.skischule-fiss-ladis.at/en/book-shop/berta-shop/general-terms-and-conditions/>

The collection of the leisure services you booked takes place by direct debit of your credit card.

(5) Final provisions:

1. The contract partners shall agree upon Austrian law for the accommodation agreement and all other contracts with regard to the transport and leisure services procured by Serfaus-Fiss-Ladis Marketing GmbH as well as the procurement contract.

2. To the extent permitted by law the jurisdiction of the district court of Innsbruck shall be agreed upon for disputes from the procurement contract and all other contracts with regard to the transport and leisure services procured by Serfaus-Fiss-Ladis Marketing GmbH.

If the procurement contract, the accommodation agreement and all other contracts with regard to the transport and leisure services procured by Serfaus-Fiss-Ladis Marketing GmbH have been concluded with a contract partner (booking customer) who is the consumer and whose place of residence and/or usual domicile is Austria, claims against the consumer can only be lodged at the consumer's place of residence, usual domicile or place of employment.

If the procurement contract, the accommodation agreement and all other contracts with regard to the transport and leisure services procured by Serfaus-Fiss-Ladis Marketing GmbH have been concluded with a contract partner (booking customer) who is the consumer and whose place of residence is a member state of the European Union (except for Austria), Iceland, Norway or Switzerland, the competent court, *ratione loci* and *ratione materiae*, for the consumer's place of residence shall exclusively be responsible for claims against the consumer.

3. The place of performance of the procurement services of Serfaus-Fiss-Ladis Marketing GmbH shall be its head office.

4. The accommodation company expressly confirms that the Austrian hotel agreement conditions shall be effective for all accommodation agreements which have been procured by Serfaus-Fiss-Ladis Marketing GmbH, unless the accommodation agreements are based on own general terms and conditions; furthermore the accommodation company declares to know, have received and accept the complete general terms and conditions for each procurement.

5. Serfaus-Fiss-Ladis Marketing GmbH shall not assume any liability for the content of the visual material provided by the accommodation company or the description of the accommodation.

(6) Data protection statement:

Data protection statement of the Serfaus-Fiss-Ladis Marketing GmbH:
<https://www.serfaus-fiss-ladis.at/agb-datenschutz/data-protection-en.pdf>

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