

General Terms and Conditions – Alpin Camping Kaunertal

The contractual partner is the person making the booking. **Guests** are all persons travelling or registered as part of the booking.

§ 1 Conclusion of Contract & Deposit

1.1

The accommodation contract is concluded by the acceptance of the booking by the accommodation provider. Electronic declarations are deemed to have been received as soon as they are available under normal circumstances and are received during the announced business hours of the accommodation provider.

1.2 Deposit

In the case of binding bookings, a deposit may be required, which must be paid within the specified period via online banking or credit card payment. Any transaction costs (e.g. transfer fees) are borne by the contractual partner. For credit and debit cards, the terms and conditions of the respective card companies apply.

The deposit constitutes a partial payment of the agreed fee:

- Camping: Either cancellation protection or payment of the total amount
- Apartments: 30 % of the total amount
- Winter pitches: € 600.00 per pitch

1.3

Credit card payments are accepted.

1.4 Final payment of holiday pitches and apartments

The remaining amount of the agreed fee must be paid in cash, by credit card or by debit card at the latest at check-out. Even if the invoice amount is paid in full before check-in, the guest is obliged to check out personally at the reception in order to pay any additional costs (e.g. electricity consumption or other services used on site) and to announce the departure from the site/apartment.

1.5 Final payment of winter pitches

The remaining amount is to be paid on arrival.

1.6 Minimum stay

Depending on the season and occupancy, a minimum stay can be set.

§ 2 Arrival and departure

2.1 Camping (pitches)

- Arrival: from 2:00 p.m.
- Check-out: until 11:30 am

After check-out, further parking is not permitted in the car park.

2.2 Apartments

- Check-in: from 3:00 p.m.
- Check-out: until 10:00 a.m.

2.3 Late departure

If the rented premises (apartment or parking space) are not vacated on time, the accommodation provider is entitled to charge for an additional day. An extension of the stay is also excluded in the event of a subsequent booking of the premises.

§ 3 Termination of the accommodation contract

Withdrawal by the contractual partner – cancellation fee

3.1 Cancellation Deadlines and Cancellation Fees

Apartments

- up to 30 days in advance: credit of the deposit already paid for a future stay
- 30-14 days: Cancellation fee of 50% of the total booking amount
- less than 14 days: cancellation fee of 80 % of the total booking amount
- No-show or early departure: 100% of the total amount

Winter pitches

- up to 3 months before arrival: credit of the deposit already paid (redeemable only for winter bookings of the following year)
- under 3 months: cancellation fee of 100% of the booking

Camping pitches (holiday pitches)

Cancellation protection: Free cancellation and early departure possible at any time without giving reasons. The prerequisite is a written cancellation or deregistration on site.

In the event of cancellation of regular bookings, the amount already paid will be retained as a cancellation fee.

3.2 Conditions for credit notes

Cancellations and declarations of withdrawal must be made in writing. Telephone cancellations are not accepted. The time of receipt of the written notice of withdrawal by the accommodation provider is decisive for compliance with the respective cancellation deadlines.

The credit is valid for three years from the date of issue and can be redeemed for a later stay within this period, subject to seasonal availability and operational restrictions. A cash payment of the credit note is excluded.

3.3 Impediment to arrival

Liability of the accommodation provider for an impossibility or delay in arrival due to force majeure (e.g. natural disasters or official measures) is excluded – to the extent permitted by law.

3.4 Shortening of the stay / early termination

3.4.1 Non-use of booked services

If booked days of stay are not used or the stay is shortened prematurely, the full total booking amount must be paid (except for bookings with cancellation protection).

Local tax, environmental contribution and consumption-related services will not be charged for departures by 11:00 a.m. at the latest for the day of departure.

3.4.2 Illness or death of the guest

- The accommodation contract expires with the death of the guest.
- The accommodation provider will provide medical care at the request of the guest.
- The accommodation provider is entitled to reimbursement of necessary costs.
- These include, in particular, medical costs, ambulance transport, disinfection, damaged furnishings and room rent, including any days of unusability of the rooms.

3.4.3 Early termination of the contract for good cause

The Accommodation Provider is entitled to terminate the contract with immediate effect if the Guest:

- uses the premises in a significantly detrimental way,
- grossly affects other guests or employees,
- commits criminal acts,
- contagious disease,
- or unpaid invoices despite setting a deadline.

3.4.4 Termination in the event of force majeure

If the performance of the contract becomes impossible due to force majeure, the accommodation provider may dissolve the contract without observing a deadline.

3.5 Extension of the stay

The contractual partner is not entitled to an extension of the stay.

Cancellation by the accommodation provider

3.6

If an agreed deposit is not paid on time, the accommodation provider is entitled to withdraw from the contract.

3.7

If the guest does not show up by 10:00 p.m. on the agreed day of arrival, there is no obligation to provide accommodation.

3.8

If the deposit has been paid, the rooms remain reserved until 11:00 a.m. of the following day at the latest.

3.9

If payment has been made in advance for more than four days, the accommodation obligation ends at 6:00 p.m. on the fourth day.

3.10

The contract can be terminated for objectively justified reasons up to three months before the agreed date of arrival at the latest.

§ 4 Rights of the guest

With the conclusion of the accommodation contract, the guest is entitled to the usual use of the rented rooms as well as the generally accessible facilities of the accommodation facility. The use is in accordance with the current house and camping rules.

§ 5 Obligations of the guest

5.1

The guest is obliged to pay the agreed fee including statutory VAT at the latest at the time of departure.

5.2

The accommodation provider is not obliged to accept foreign currencies.

5.3

The guest is liable for all damage caused by himself or by persons travelling with him.

§ 6 Visitor regulations and registration of additional guests

6.1

The use of the infrastructure is only permitted to registered guests.

6.2

Visitors must be registered immediately at the reception.

6.3

The accommodation provider reserves the right to refuse visitors or to limit them in time.

6.4

The applicable fees according to the price list apply to visitors.

6.5

The main guest is liable for his visitors.

6.6

Visitors must comply with the house and site rules.

6.7

Unregistered visitors can be expelled from the site.

6.8

The transfer or subletting of accommodation or pitches is not permitted.

§ 7 Rights of the Accommodation Provider

7.1

In the event of default of payment, the proprietor is entitled to the statutory security rights pursuant to §§ 970c and 1101 ABGB.

7.2

The accommodation provider is entitled to make interim settlements at any time.

§ 8 Further obligations of the contractual partner

8.1

The contractual partner is liable for all damage caused by him or persons travelling with him.

8.2

If the accommodation provider accepts cashless means of payment or foreign currency, the contractual partner shall bear all associated costs.

§ 9 Liability

9.1 Liability towards entrepreneurs

The liability of the accommodation provider for slight negligence is excluded – to the extent permitted by law. This does not apply to personal injury.

9.2 Liability to consumers

The accommodation provider is only liable to consumers in the event of intent or gross negligence. Liability for personal injury remains unaffected.

9.3 Items brought in

For items brought in, the accommodation provider is liable exclusively within the framework of the statutory provisions.

9.4 Vehicles

Parking vehicles is at your own risk.

§ 10 Pet regulations

10.1

Dogs are only allowed after prior registration.

10.2

The guest must have valid liability insurance.

10.3

A maximum of one dog per apartment is allowed in apartments.

10.4

The guest is liable for all damage caused by animals.

10.5 Rules of Conduct for Dogs

Leashes are compulsory in the entire camping area. Dog excrement must be disposed of immediately.

10.6 Dogs in the restaurant

Dogs must be indicated when reserving a table in the restaurant.

§ 11 Price Adjustments / Obvious Spelling Errors

11.1

The agreed prices are inclusive of statutory duties and taxes.

11.2

Changes in statutory charges may lead to price adjustments.

11.3

Price adjustments are made exclusively to the actual extent of legal changes.

11.4

The guest can request a comprehensible list of the changes.

11.5

Price adjustments do not constitute grounds for withdrawal.

11.6

Obvious spelling, printing or calculation errors can be corrected at any time.

§ 12 Vouchers – GTC

These voucher conditions apply to all value and service vouchers of Alpin Camping.

12.1 Redemption of vouchers

Vouchers can only be redeemed for Alpin Camping services.

12.2 Validity & Liability

After the expiry of the legal validity, there is no entitlement to redemption or refund.

Alpin Camping assumes no liability for printing, spelling or obvious calculation errors.

12.3 Cash Payment / Remaining Credit

A cash payment of the voucher value is excluded.

12.4 Cancellation of vouchers

Vouchers cannot be exchanged.

12.5 Combination with Promotions

Vouchers cannot be combined with special promotions, discounts or packages unless expressly agreed.

§ 13 Place of Performance, Place of Jurisdiction and Choice of Law

13.1

The place of performance is the location of the accommodation establishment. The place of jurisdiction is – as far as legally permissible – Landeck.

13.2

Austrian law applies.

13.3

In business transactions, the registered office of the accommodation provider is the exclusive place of jurisdiction.

13.4

The statutory places of jurisdiction apply to consumers.

§ 14 Additional Provisions

14.1 Rest periods

Quiet hours are observed daily from 10:00 p.m. to 7:00 a.m. During this time, any noise that may disturb other guests must be avoided. Music, loud conversations, vehicle movements and other disruptive activities are prohibited during quiet hours.

14.2 Wi-Fi / Internet Use

The accommodation provider provides guests with Wi-Fi access within the scope of technical and operational possibilities. No liability is assumed for constant availability, sufficient speed, interference-free transmission or compatibility with end devices.

The guest is obliged to comply with the applicable legal provisions when using the Internet. Illegal uses are prohibited.

14.3 Allocation of pitches / change of pitches or accommodation

The accommodation provider reserves the right to exchange pitches, apartments or other accommodation for equivalent units for operational, organisational or safety-related reasons, provided that this is reasonable for the guest.

14.4 Natural hazards / alpine risks

The stay in an alpine region is at your own risk. In particular, it is pointed out that natural hazards such as storms, heavy rain, floods, mudslides, rockfalls, avalanches, snow pressure, black ice, falling branches or other natural phenomena can occur in the Alpine region.

Liability of the Accommodation Provider for damages, injuries or delays as a result of such natural events is excluded – to the extent permitted under Austrian law – provided that there is no intentional or grossly negligent conduct on the part of the Accommodation Provider. This applies in particular to parked vehicles, awnings, caravans, tents and other items brought in.

§ 15 Miscellaneous

15.1

Time limits begin with the service of the respective document on the contractual partner, who must comply with the time limit.

15.2

Declarations must be received by the last day of the deadline at the latest.

15.3

The accommodation provider is entitled to offset its own claims.

15.4

In the event of regulatory gaps, the corresponding legal provisions apply.