



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

### ÖTZTAL TOURISMUS INCOMING GMBH

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Note: These Terms and Conditions have been translated into English. If there is any inconsistency or ambiguity between the German and the English versions, the German version shall prevail.

#### 1 Scope of application:

These Terms and Conditions ("T&C") apply to any bookings for "package travel" 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 "package travel" is congruent with the meaning of the term under the Austrian Federal Law concerning Package Travel and Linked Travel Arrangements (*Pauschalreisegesetz*, hereafter "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 package travel 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 package travel 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:

The person making the booking must be at least 18 years of age and expressly confirms being authorised to act on behalf of the (other) travel participants named in the booking. The contractual relationship between a guest and Ötztal Tourismus Incoming GmbH comes into effect as follows:

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- Booking via the Ötztal Tourismus or the Ötztal Tourismus Incoming GmbH website:  
In order to proceed with the order transaction on the website, guests must fill in all of the required fields completely and accurately. Guests are responsible for any incorrect information that they enter. Ötztal Tourismus Incoming GmbH will only check whether all of the required fields have been filled in; the information will not be checked for substantive errors. In sending the booking via the website (by clicking on "confirm chargeable booking"), the guest submits an offer to conclude a contract to Ötztal Tourismus Incoming GmbH. The guest is bound by this offer for 3 working days. Upon written confirmation of the booking (e.g. by e-mail) by Ötztal Tourismus Incoming GmbH, the contract is concluded.
- Booking by e-mail:  
For bookings made by e-mail, the guest receives a non-binding preview of the travel itinerary from Ötztal Tourismus Incoming GmbH. If the guest wishes to make a booking, an offer can be made by the guest by sending a corresponding declaration of intention to Ötztal Tourismus Incoming GmbH. The guest is bound by this offer – unless otherwise indicated – for 3 working days. Within the open commitment period, Ötztal Tourismus Incoming GmbH may, by means of an express message in writing (e.g. e-mail), legally conclude the travel contract (booking confirmation). The travel contract is only concluded upon confirmation of booking by Ötztal Tourismus Incoming GmbH.
- Booking by other means:  
Contract conclusion is determined in accordance with general legal principles.

### 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 [www.incoming.oetztal.com](http://www.incoming.oetztal.com).

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.

### 2.4 Contract content

The subject matter of the contract is the provision of travel services (in particular accommodation and other tourist services) by Ötztal Tourismus Incoming GmbH, having regard that it uses the services of subcontractors for contract performance.

Special instructions by the guest will only constitute a part of the contract where these have been stated in the booking process and expressly accepted by Ötztal Tourismus Incoming GmbH.

Guests must familiarise themselves with and observe the house rules set out by the accommodation provider. This applies, for example, to whether animals may be brought to the accommodation facility.

### **3 Provision of travel services and local representatives:**

#### 3.1 Travel organiser

For the provision of the contractually agreed travel services, various subcontractors will be used. Nevertheless, Ötztal Tourismus Incoming GmbH as Organiser is responsible for the proper performance of all the travel services included in the package travel contract.

#### 3.2 Problems/complaints in relation to the trip

Should a guest encounter difficulties during the trip, Ötztal Tourismus Incoming GmbH is obliged and willing to provide prompt and adequate assistance. This may, in particular, be done by providing appropriate information about health services, local authorities and consular assistance, as well as assistance with the establishment of long-distance communications and the search for alternative travel arrangements. Ötztal Tourismus Incoming GmbH may require the payment of a reasonable fee for its assistance if the difficulties encountered were caused by the guest's own wilful intent or gross negligence. The fee charged may not exceed the actual costs incurred.

Should a guest encounters difficulties or wish to complain about a breach of contract, Ötztal Tourismus Incoming GmbH, which is based in close proximity to the travel destination, can be contacted directly. Ötztal Tourismus Incoming GmbH's contact details can be found at the top of this document.

### **4 Price and payment:**

The prices in the booking offer are indicated in Euros (€) including value added tax. Other costs and additional charges are shown separately. This applies, in particular, to local taxes, which must be paid by the guest separately and directly to the accommodation provider.

Unless otherwise agreed, the guest must pay 20% 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.

### **5 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. Where a notice of defect is not made (in a timely manner), contributory negligence may be attributed to the guest.

With the exception of cases of wilful intent or gross negligence, Ötztal Tourismus Incoming GmbH is not liable for any damage to items which are usually not taken on trips. This does not apply if Ötztal Tourismus Incoming GmbH has separately taken these items into safekeeping. Guests are therefore advised not to travel with any items of special value and to store any items brought along properly.

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A guest will be liable as against Ötztal Tourismus Incoming GmbH or the accommodation provider for any damage culpably caused by him or other persons who receive services from Ötztal Tourismus Incoming GmbH or the accommodation provider with the knowledge and will of the guest.

## **6 Changes to the contract:**

### **6.1 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 package travel 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 price. Changes in the travel 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 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 6.1 and Section B, Point 8.1 of the ARB 1992 does not apply to bookings for accommodation only services.

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

In respect of package travel 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 package travel bookings.

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.

### **6.3 Right of Assignment of Guests**

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

Ötztal Tourismus Incoming GmbH must be notified, via a durable medium, of the assignment of the contract within a reasonable period of time prior to the beginning of the trip. In the event of an assignment, the assignor and the person to whom the contract is assigned are jointly and severally liable for any outstanding amount of the travel price, for additional charges incurred due to the assignment, fees and for any other costs.

Point 2 of the ARB 1992 does not apply.

## **7 Hotel classifications:**

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

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## 8 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.

You can find further information regarding the protection of your personal data in our privacy statement (<http://incoming.oetztal.com/privacy-policy>).

## 9 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 package travel price or (for accommodation only bookings) of the travel price;
- 29 days up to 8 days prior to departure: 70% of the total package travel price or (for accommodation only bookings) of the travel price;
- 7 or fewer days prior to departure: 85% of the total package travel 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 total package travel price or (where accommodation only services have been booked) the travel 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 package travel and accommodations only bookings organised by Ötztal Tourismus Incoming GmbH.

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Where a minimum number of participants is indicated in the booking documents and this minimum number is not reached, Ötztal Tourismus Incoming GmbH reserves the right to cancel the trip up to 7 days (for trips lasting up to six days) and 20 days (for trips lasting 7 days or longer) prior to commencement of travel.

In addition to the rights to cancellation provided under ARB 1992 and PRG, Ötztal Tourismus Incoming GmbH may also cancel a travel contract after having granted an adequate extension period (in the event of bookings at short notice, without setting an extension period) if the guest is late in paying the deposit or any other payment due.

Ötztal Tourismus Incoming GmbH is entitled to terminate the package travel contract with immediate effect if the guest uses the premises provided in a significantly detrimental manner, if the stay of other guests or the owner are spoiled by the guest's inconsiderate, offensive or otherwise grossly indecent behaviour, or if the guest is infected by a contagious disease. In such cases, the guest cannot claim reimbursement for services included in the original package travel contract which can no longer be consumed.

#### **10 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/>). According to the information currently available there, a visa application should be submitted at the earliest 3 months and no later than 3 weeks before departure.

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

#### **11 Travel insurance:**

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

#### **12 Insurance protection:**

Insurance protection has been ensured for Ötztal Tourismus Incoming GmbH by means of bank guarantee from Ötztal Tourismus (tourism association; public law corporation), Achweg 5, 6450 Sölden, +43 (0) 57200 0, [info@oetztal.com](mailto:info@oetztal.com).

The assessment and processing of claims made by guests correspond to the Package Travel Regulation and the settlement agreement is carried out by Europäische Reiseversicherung AG, Kratochwjlestraße 4, 1220 Vienna, +43 (0) 1 317 25 00, [info@europaeische.at](mailto:info@europaeische.at).

Guests must contact the liquidator within 8 weeks if the provision of services is refused due to the insolvency of Ötztal Tourismus Incoming GmbH.



Details regarding Ötztal Tourismus Incoming GmbH's business licence to provide travel services are available at <https://www.gisa.gv.at/fshost-gisa-p/user/formular.aspx?pid=3e8b81d122df415db65b1ec312d5a452&pn=Be2102a48c44b427fa29b85296c7f6b3f&lang=en>.

### **13 Dispute resolution:**

In case no agreement can be reached with a consumer in a dispute, we refer you to the Schlichtung für Verbrauchergeschäfte (<http://verbraucherschlichtung.or.at/>) as the competent state-approved arbitration body within the meaning of the AStG (Alternative Dispute Settlement Act). In addition, the European Commission also provides a platform for online dispute resolution (OS), which is available at <http://ec.europa.eu/consumers/odr>. However, Ötztal Tourismus Incoming GmbH generally does not take part in out-of-court dispute resolution. Internal complaints procedures also do not apply. If you have any suggestions or complaints, please contact [incoming@oetztal.com](mailto:incoming@oetztal.com)

Sölden, 24 May 2019