



TERMS AND CONDITIONS of HOTEL STADT KUFSTEIN GMBH for GROUP TRAVEL

1. CONTRACTUAL PARTNERS

The contracting parties to this agreement in accordance with the following terms and conditions for group travel are, on the one hand, the

Hotel Stadt Kufstein GmbH, represented by the managing director of the company, Mr Reinhard Lojnik, hereinafter referred to as '**Hotel Stadt Kufstein**' and on the other hand the **customer | orderer | booker**, hereinafter referred to as the '**Organiser**'.

The organiser is also the contractual partner if he acts on behalf of other natural or legal persons. The organiser is liable to the hotel for all obligations arising from this contract and for all damage caused by its guests to the hotel's premises and inventory as well as for all claims arising from the behaviour of its participants.

2. TERMS AND CONDITIONS

The following terms and conditions are an integral part of the contract between the Hotel Stadt Kufstein and the organiser and are expressly agreed.

3. OPTIONS

Options are only issued on individual request. Unless otherwise agreed, all offers made by Hotel Stadt Kufstein GmbH are subject to change and are not bound to any options. This means that if another partner makes a reservation for the same period in the meantime, the offer is deemed to have lapsed.

4. CONCLUSION OF CONTRACT

The binding contract is concluded as soon as the organiser has received the reservation confirmation from Hotel Stadt Kufstein.

5. CONTENT OF THE CONTRACT

The content of the contract results from the reservation confirmation of the Hotel Stadt Kufstein. The confirmation contains

- ❖ Arrival and departure day,
 - ❖ Type and number of reserved rooms or beds,
 - ❖ Content and scope of all services and
 - ❖ Prices, surcharges and discounts
- are included.

Unless otherwise agreed in this reservation confirmation, the contingent period, cancellation conditions and the method of payment are based on these terms and conditions.

The **FAQs** published on the official website of Hotel Stadt Kufstein GmbH form an integral part of this agreement.

All prices are quoted in euros and include statutory VAT.

The local tax is exclusive and therefore not included in the price and must be paid separately.

6. CONTINGENT

The organiser must inform the Hotel Stadt Kufstein in writing of the booking status no later than 60 days before the day of arrival. If the booking result falls below the agreed contingent, the organiser must inform the Hotel Stadt Kufstein in writing how many rooms or beds are to remain reserved. If this is not the case, the organiser shall be liable for the services provided but not used in accordance with point 8 [Withdrawal | Cancellation] of these terms and conditions. If the Organiser has exhausted the contingent, further bookings must be agreed with Hotel Stadt Kufstein on a case-by-case basis.



If the organiser does not fulfil his obligation to coordinate the contingent, the Hotel Stadt Kufstein assumes that all rooms or beds reserved in accordance with the original confirmation will be occupied.

CHECK-IN | CHECK-OUT

Arrival: from 3.00 p.m.

Departure: until 11.00 a.m.

Early check-in and late check-out are possible on request and subject to availability.

For early check-in before 11.00 a.m., the daily room rate will be charged.

Check-in from 11.00 a.m. and late check-out after 11.00 a.m. and until 2.00 p.m. will incur a charge of EUR 40.00 per guest.

100 % of the daily room rate will be charged for departures after 2.00 p.m.

7. METHOD OF PAYMENT

The organiser undertakes to transfer 40% of the expected total amount to the following bank account of Hotel Stadt Kufstein GmbH, free of charges and deductions, up to 60 days before arrival without being asked to do so.

BANK DETAILS | HOTEL STADT KUFSTEIN GMBH

Sparkasse Kufstein

IBAN | AT77 2050 6077 0013 0052

BIC | SPKUAT22XXX

The Hotel Stadt Kufstein will invoice the ordered services after the arrival of the guests, taking into account contractual point 8. The organiser or its representative shall make the final payment in euros in cash, by credit or debit card [MasterCard, Visa, AMEX, JC, CUP, Maestro, V Pay] or by bank transfer to the bank details given in advance.

The organiser undertakes to provide a valid credit card as a guarantee. If the credit card on file cannot be charged and the organiser does not provide a replacement card in good time, the hotel reserves the right to cancel the reservation and charge the corresponding cancellation fees.

All payments are made free of charges and deductions for the recipient.

In the event of late payment, default interest of 9.2 percentage points above the base interest rate will be charged. The hotel's liability for property damage and financial loss is limited to intent and gross negligence. The hotel is entitled to terminate the contract without notice in the event of late payment.

8. CANCELLATION | TERMINATION

These terms and conditions apply to groups of 5 rooms or more, unless otherwise agreed.

The organiser may cancel the contract free of charge up to 90 days before the date of arrival, provided that he notifies the contractual partner Hotel Stadt Kufstein in writing.

In the event of a complete cancellation, Hotel Stadt Kufstein will charge a cancellation fee within 90 to 60 days prior to arrival a cancellation fee of 20%;

within 59 to 30 days prior to arrival a cancellation fee of 40%;

within 29 to 15 days prior to arrival a cancellation fee of 60%;

within 14 to 8 days before arrival a cancellation fee of 70 % and

from 7 days before arrival a cancellation fee of 90 % of the amount which is to be calculated from the reservation confirmation.

Special cancellation conditions during the travel period from 23 December of the current year to 6 January of the following year and during the Hahnenkamm race weekend within 30 days prior to arrival a cancellation fee of 100%.

Payment of the booking amount must be made 30 days in advance by debiting the credit card on file.

Should there be any changes to your travel plans - even during your stay - the full booking amount for the booked period will be charged or debited from the credit card on file.

During the periods mentioned (Christmas / New Year / Hahnenkamm Races), the minimum stay per guest at Hotel Stadt Kufstein is three nights.

Partial cancellation: The pro rata cancellation fees are based on the number of reduced rooms or beds of the originally booked contingent.

The Hotel Stadt Kufstein shall be released from its contractual obligations in the following cases |

- ❖ If the advance payment is not made on time, the hotel reserves the right to withdraw from the contract withdraw from the contract and claim damages in the amount of the expected cancellation fees in accordance with point 8. to demand compensation.
- ❖ If force majeure makes it impossible to properly provide the services owed. Force majeure includes natural disasters, official measures, epidemics, pandemics or other unforeseeable events that are beyond the control of the parties and make it impossible to fulfil the contract. In the event of force majeure, both parties are obliged to inform each other immediately and jointly endeavour to find a mutually acceptable solution.
- ❖ If the organiser does not fulfil its obligation to make a down payment or does not do so on time.

9. EXCLUSION OF LIABILITY AND COMPENSATION FOR DAMAGES

The hotel is not liable for loss, theft or damage to items brought into the hotel, unless this was caused by gross negligence or intent on the part of the hotel.

We recommend depositing valuables in the room safe. The hotel is only liable up to a maximum amount of EUR 550.00 in accordance with the provisions of Austrian hotel contract law.

10. ADDITIONAL BEDS

Extra beds are available on request and subject to availability in certain room categories for a fee.

11. SMOKING AND DOGS

Smoking is prohibited throughout the hotel complex.

A special cleaning fee of EUR 250.00 will be charged for offences.

If a fire alarm is triggered, the total cost of EUR 960.00 will be charged.

Dogs are only permitted by prior arrangement and for a fee - see [FAQ](#).

12. RESERVATION OF PERFORMANCE

The Hotel Stadt Kufstein reserves the right to replace promised services with services of equal or higher value, provided that the overall nature of the arrangement is not or only insignificantly changed as a result.

This subsidiary agreement can only be agreed on the condition that both parties guarantee territorial protection, which must be recorded in writing.



13. DATA PROTECTION

The organiser agrees that personal data will be processed in accordance with the provisions of the GDPR for the purpose of processing the booking. Data will only be passed on to third parties if this is necessary for the fulfilment of the contract. The organiser assures that all personal data of its participants has been lawfully collected and transmitted to the hotel in accordance with the provisions of the GDPR.

14. FINAL PROVISIONS

The contracting parties undertake to exhaust all possibilities to settle disagreements amicably.

If attempts to reach an out-of-court settlement fail, the district court of Kufstein shall be deemed agreed as the place of fulfilment and jurisdiction and Austrian civil law shall apply.

The ineffectiveness of individual conditions shall not result in the ineffectiveness of the entire set of rules.

In the event that an out-of-court settlement is not possible, the parties may voluntarily seek mediation proceedings before recourse to the court. The costs of the mediation procedure are borne proportionately by both parties, unless otherwise agreed.