

General Terms and Conditions

Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA

(valid from 2010)

1. Scope of application

These General Terms and Conditions apply for persons booking directly online via www.stubai.at and those booking via the call centre of Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA online.

2. Contractual relationship with Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA

Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA allow you to book accommodation services from third parties on www.stubai.at. Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA do not themselves offer any accommodation online of their own. Consequently, an online booking between you and Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA creates only a mediation contract, for which the provisions of sections 31b ff. Buyer Protection Act (KSChG) for travel arrangement contracts do not apply.

3. Online booking

All online bookings are forwarded by Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA, acting as an intermediary, to the accommodation provider on your behalf.

4. Contract and payment

- a) The contract for the relevant service comes into effect directly between you and the accommodation provider you have chosen when the online booking is made. Payment for the accommodation, minus the deposit, is made directly to the accommodation provider. All claims and obligations arising from the accommodation contract, and in particular any claims or obligations arising from sections 31b ff. KSChG, shall exist directly and solely between the online booker and the accommodation provider they have chosen.
- b) The accommodation reservation is made at the time of the online booking and no further confirmation is required. Confirmation of the reservation is shown directly on the screen and can be printed out. The confirmation is also sent to the person booking by e-mail. Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA cannot verify receipt of the confirmation sent by e-mail. This does not affect the validity of the online booking.

5. Type of reservation

- a) The reservation will be held by the accommodation provider until 18:00 local time. If arrival is not possible until after 18:00 local time, the online booker must inform the accommodation provider directly of their anticipated arrival time and request confirmation of the validity of the reservation for this amended arrival time.
- b) In the event of late cancellation or no-show, the accommodation provider may charge for the accommodation. The General Terms and Conditions of the Austrian Hotel Industry (AGBH) shall apply in their version valid at the time of booking. (Withdrawal by the contractual partner – cancellation fee (AGBH 2006) Section 5.5 Up to not less than 3 months before the agreed arrival date of the guest, the accommodation contract can be cancelled without the imposition of a cancellation fee by unilateral declaration of the contractual partner. Section 5.6 Outside the time frame specified in section 5.5, withdrawal by unilateral declaration of the contractual partner shall be subject to the following cancellation fees: - up to 1 month before arrival date 40% of the total agreed price, - up to 1 week before arrival date 70% of the total agreed price, - in the final week before arrival date 90% of the total agreed price).

6. Accommodation categories and accommodation provider information

The common international classification of accommodation by stars gives a non-binding indication of the standard of accommodation. The local classification criteria apply for private accommodation (Edelweiss) and farm holidays (flowers). The accommodation classifications in these groups are based on the accommodation providers' own information. All other information and descriptions are also based on information provided by the accommodation providers themselves.

7. Contractually agreed accommodation prices

All prices apply per person per night including taxes, excluding the local overnight tax and excluding any final cleaning required for holiday apartments. The prices are indicated solely by the accommodation providers.

8. Data protection

The data provided by the customer is electronically processed by Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA. This data will only be passed on to the extent necessary for making an online booking. It is not passed to other parties for any other purpose. Otherwise, data is collected in compliance with the statutory data protection regulations. Where information is collected and passed on for statistical purposes, this contains no personal data.

9. General

We make every effort to ensure that all information is correct. No liability can be assumed, however, for any errors in data collection or data transfer. The transfer of data to other data carriers, including in part, or its use for other purposes than those stated here, is only permitted with the express permission of Tourismusverband Stubai Tirol KÖR & Stubai Touristik BgA. This agreement is governed by Austrian law to the exclusion of UN Convention on Contracts for the International Sales of Goods (CISG) and to the exclusion of the referring statutes of international private law. The place of fulfilment is Innsbruck. For non-consumers and persons who have no general place of jurisdiction in Austria, Innsbruck is agreed as the place of jurisdiction. In other cases the statutory place of jurisdiction shall apply. The use of www.stubai.at is only permitted for the making of requests for accommodation bookings by individuals. Automated queries are not permitted. We would also point out that our data material is protected by copyright and therefore any duplication (in particular by means of automated data extraction or 'scraping') is prohibited. In particular, the use of our data material (in particular the results of queries) for forwarding to other parties is prohibited. Links included on this website to websites (links) of other businesses (third-party providers) are provided solely in the interest of the user. If you click on one of these links, you leave www.stubai.at. We have no control over the contents of the websites of third-party providers. We can therefore assume no liability for this external content. Continuous monitoring of the contents of the linked websites without specific indications of a legal infringement is not practicable. Where we become aware of legal infringements, we will remove the relevant links immediately. Access to the website of a third-party provider via a link on this website is at the sole risk of the user.